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CURRENT TOPICS.

WE ARE REQUESTED to state that on and after the 5th of June the office of the Land Registry will be at No. 34, Lincoln's-inn-fields.

THE LIST of appeals for the Trinity Sittings, which commence on Tuesday next, comprises 30 appeals from the Chancery Division, 4 from the County Palatine of Lancaster, 31 from the Queen's Bench Division, 3 from the Probate, Divorce, and Admiralty Division, and 16 in the new trial paper, making 84 in all, as compared with 59 in the Easter Sittings and 144 a year ago.

IN THE Chancery Division the lists comprise 138 cases before Mr. Justice CHITTY, 104 before Mr. Justice NORTH, 75 before Mr. Justice STIRLING, 57 before Mr. Justice KEKEWICH, 88 before Mr. Justice ROMER, and 11 before Mr. Justice WRIGHT, making a total of 467. Of this number 269 are witness actions. In the list for the Easter Sittings the total was 487 and the witness actions 281. A year ago the total was 675 and the witness actions 536. There are also 21 matters pending before Mr. Justice VAUGHAN WILLIAMS.

IN THE Queen's Bench Division there are 958 cases, comprising 159 to be heard before a divisional court, 782 actions for trial, of which 387 are without juries, and 17 appeals in Bankruptcy. In the Probate, Divorce, and Admiralty Division there are 262 probate and divorce causes and 61 admiralty actions, making a total of 323.

BY SOME mismanagement, of which there is good reason to complain, the sittings paper will not be published until too late to be printed in these columns. It might be thought that every desire would be shewn by the authorities to circulate in every possible way the important information contained in the Chancery Sittings Paper, especially at such a time as this, when extensive alterations are being initiated varying the practice from that of former times. We hope there is no ground for supposing that this paper and the other lists are purposely delayed in order to prevent them from being published in the legal journals.

WE UNDERSTAND that some commissioners for oaths are being pestered by a certain class of solicitors' clerks to take affidavits

for one shilling and exhibits for a similarly reduced rate. We hope that commissioners, if not for the sake of the dignity of the profession, will for their own sakes rigidly set their faces against this disreputable practice. It may be as well that it should be known that any commissioner who may be proved to be guilty of acting in the manner mentioned renders himself liable to have his commission withdrawn. An instance has occurred in which a commissioner was suspended from exercising his duties as a commissioner for sharing his fees with the clerks who brought him affidavits.

WE UNDERSTAND that Mr. F. H. JANSON is to preside at the Solicitors' Benevolent Association dinner on the 8th of June. As an original member, a director, and a trustee of the association, Mr. JANSON will doubtless be well supported by those members of the profession who have the interests of this excellent society at heart. We observe that the demands upon the funds of the association continue to increase, and we trust that a substantial list of festival contributions will be forthcoming for announcement on the 8th of June. The example of one or two leading firms of solicitors who *annually* send a donation to the festival list might surely be more largely followed. If the chairman and others who have to plead the cause of the widow and fatherless at these anniversary festivals could rely on receiving fifty such gifts—say of ten guineas each—the present anxiety attending annual special appeals might be largely minimized. It has sometimes occurred to us as worthy of consideration whether, if a system could be devised for application of these special donations to the relief of cases in the districts prescribed by the donors, there might be a considerable increase of country donations.

THE PRINCIPAL new arrangements for the sittings of the Chancery judges are as follows:—Mr. Justice KEKEWICH will sit to dispose of the witness actions in his own list from the 30th of May until the 10th of June (except Monday, the 5th of June), and during that time his motions and unopposed petitions will be taken by Mr. Justice STIRLING—*i.e.*, motions on the 31st of May and 8th of June, and petitions on the 3rd and 10th of June. Mr. Justice CHITTY will sit to dispose of the witness actions in his own list from the 13th to the 24th of June (except Monday, the 19th of June), and during that time his motions and unopposed petitions will be heard by Mr. Justice NORTH—*i.e.*, motions on the 15th and 22nd of June, and petitions on the 1st and 8th of July. Mr. Justice NORTH will sit to dispose of the witness actions in his own list from the 27th of June to the 8th of July (except Monday, the 3rd of July), and during that time his motions and unopposed petitions will be taken by Mr. Justice CHITTY—*i.e.*, motions on the 29th of June and 6th of July, and petitions on the 1st and 8th of July. Mr. Justice STIRLING will sit to dispose of the witness actions in his own list from the 11th to the 22nd of July (except the 17th of July), and during that time his motions and unopposed petitions will be taken by Mr. Justice KEKEWICH—*i.e.*, motions on the 13th and 20th of July, and petitions on the 15th and 22nd of July.

THE COUNCIL of the Incorporated Law Society will shortly issue a pamphlet on the Land Transfer Bill, 1893, which we think will strike most readers as beyond all question the ablest, most complete, and most skilful piece of exposition which they have ever given to the profession. After pointing out that the chief object of the Bill is to make an Act, which has during the eighteen years of its existence proved an almost total failure, compulsory on every purchaser of land of freehold tenure within the specified district; and that it may safely be predicted that if the Bill passes into law it will not be long before a Bill is brought in to make the system universal in its application, "so that, as will be urged, all the land in the country may be dealt with in one and the same way, and, as will not be urged but will soon become apparent, the Government of the day may have greater facilities for imposing additional burdens on landowners and their estates," the pamphlet gives an admirably terse and clear outline of the provisions of the measure. It is pointed out, among many

other things, that, by the Bill as it stands, rules as to costs, which will be framed by the registrar and submitted by him to the Lord Chancellor, may, without any opportunity for observation or remonstrance by the solicitors whom they will affect, be so made as to exclude solicitors from practice in the Land Registry. It might be added that the recent contemptuous references to the "legal middleman" sufficiently indicate the view which is likely to be taken on this subject. The pamphlet then proceeds to consider the objections to the Bill on the grounds (1) of its compulsory character and (2) of the consequent extension of officialism, with its inevitable delay, routine, and cost. On the former point the council (who have developed in this pamphlet an excellent vein of dry humour) remark that "as it has been found that the existing system of registration of title, pushed as it has been by advertisements, lectures, and every available means, has failed to attract, it hardly appears reasonable to force its universal adoption, to the exclusion of the existing system of conveyancing, which has, in practice, and especially since recent amendments of the law, been found to answer every requirement." And the council go for proof of the unwisdom of forcing the system on the public to a source which we had quite overlooked. The work which the present assistant registrar at the Land Registry published in 1886 appears to contain quite a mine of valuable information on this subject. The council quote his opinion that

"*prima facie*, it would certainly appear that no system really beneficial to landowners would require to be forced upon them, and, of course, to apply compulsion to any system not really beneficial would be a wild injustice;"

and that

"considering that our registry has never yet succeeded in giving uniform satisfaction to those who use it; that such improvements as are now proposed are not founded on any successful experience, but are mere experiments, and that it is by no means clear that the system is a desirable one for all classes of property in this country, it seems not altogether impossible that by the universal compulsory imposition of such a system the old fable of the frogs and their king would receive a fresh and very lively illustration."

And upon the evils of such a proposal as the Bill contains the council cite Mr. BRICKDALE's very emphatic opinion:—

"The disadvantages of the plan are that in any case it must somewhat increase the immediate trouble of all next sales, and, unless first registration is made gratis, the expense also; *this would be greatly felt in small properties*. The benefit, supposing it to be beneficial, is not immediate; and it is open to . . . further objections, common to all compulsory schemes: . . . in many instances it will impose itself upon property to which registration is probably not at all suited; and . . . considering that *ex hypothesi* nearly all persons transacting business in the office will be doing so unwillingly (for if they would go willingly there is no need of compulsion), the chances of failure will be enormously increased, in which case business will be impeded to a most inconvenient extent, and the entire system receive a serious, if not a fatal, blow."

Truly we are tempted to ask whether SAUL is also among the prophets? What, we should like to know, does the eulogist of the Bill in the *Pall Mall Gazette* say to the above extracts?

THE CHIEF value of the pamphlet, however, consists in the refutation it contains of the assertions which are so constantly made as to the convenience and economy of the system of registration proposed. Compulsory registration with a possessory title will be of little or no present use, for it will not for many years do away with the necessity for investigation into the earlier title. A proprietor registered with a possessory title will, on attempting to sell, be likely to be told by an intending purchaser that he must obtain an absolute title, and instances from actual practice are given to show that in the case of a large number of titles this will be either impossible or very costly. But as the pamphlet says, registration, whether with a possessory or absolute title, is, except in the most simple cases, but the beginning of inconveniences, delay, and cost. The effect of the system upon charges to banks, upon mortgages, and upon dealings with building estates, and in many other respects, is admirably brought out. But one of the most striking features

of this valuable brochure is the elaborate details which are given as to the expedition and cheapness with which small transactions (not exceeding £300) are habitually carried out by solicitors. Returns have been obtained from all parts of England on this subject, and the results are given in tabulated form. It appears that the solicitor's charges on a purchase for £300 amounted, in one case, to £3 15s. 6d. The cost of registration by a purchaser of property for £300 with a possessory title will not be less than 16s., in addition to the costs of investigating title and stationer's charges, and for this outlay he will obtain no immediate benefit. His fees for registration with an absolute title will be about £6 14s. 6d., and in addition stationer's charges and expenses of making and verifying maps and descriptions, and the payment to the insurance fund. But this by no means represents the ultimate cost of registration. If the purchaser, whether registered with a possessory or an absolute title, wishes to borrow money, he must either execute and register a charge or deposit his certificate and protect the security by a caution. In the former case the fees will be £1 5s. 1d., besides stationer's charges and cost of plan; in the latter case the fees will be £1 11s. 6d. Then, on the death of the registered owner, formalities will have to be gone through at the office and statutory declarations made. Every solicitor should obtain and study this most instructive pamphlet, and try to induce all his clients who have influence with the Legislature to read it.

LEARNED JUDGES and others to whom the issue of highly contingent events have a peculiar interest may be advised, in the intervals between the more exciting contests (such, for instance, as that at Newmarket, to which we recently referred), to take up the question of who is the oldest solicitor. It is really, in some respects, analogous to the "events" of the sporting world. The "favourite" of one week is nowhere the next, and the "prophets" are just as wrong as if the event were, in the technical sense, a "sporting event." Here are we, having last week comfortably settled a highly-esteemed City solicitor in the position of prime favourite for the "Oldest Solicitor in Practice" Stakes, overwhelmed with letters shewing that he is nowhere in the race! There is some consolation, however, for the prophet. Only one of our numerous correspondents has spotted the real Nestor and probable winner. We speak with unfeigned diffidence, but we really think that no practising solicitor can be found to compete with Mr. CHARLES BISCHOFF, of the firm of Bompas, Bischoff, Dodgson, Cox, & Bompas. He was admitted in Hilary, 1824, and is mentioned in the last issue of the *Law List* as having taken out his certificate for the present year. Mr. SHEFFIELD, sen., was, as we stated last week, admitted in the same year, but he has retired from practice. Now, then, unless someone can be found to break the record of the late Mr. ROBERT TUCKER, who was admitted in 1823, we venture to think (with trepidation) that we can arrange Mr. BISCHOFF as the "father" of the practising solicitors and Mr. SHEFFIELD as the "father" of the non-practising solicitors. Who comes second on the former list? Apparently Mr. JOHN DINGWALL, of No. 18, Finsbury-circus, who was admitted in Trinity, 1826, and has been mentioned in many of the letters we have received. He is given in the last *Law List* as having taken out his certificate, and, we learn, is still practising. Mr. WILLIAM ROBINSON (of the firm of William Robinson, Son, & May), however, runs him very close, having been admitted in Michaelmas of the same year. A list of London solicitors admitted before 1837 is kindly given by a correspondent whose letter we print elsewhere. How we came to overlook Mr. F. H. JANSON, who occupies a high position in that list, we cannot imagine, except that he never gave us the impression of bearing any weight of years. This journal, which we believe he took part in founding, is the very last place in which he would knowingly have been overlooked. The above list includes all the names of London solicitors which have been mentioned by correspondents except that of Mr. FREDERICK BUCKLE (Henderson & Buckle), who is stated in the last *Law List* to have been admitted in Easter, 1834. A valued correspondent, however, points out that the veterans we have mentioned are far from "breaking the record." He says that Mr. DAWES, a former head of the firm of Dawes & Son, was admitted in 1795,

and died about 1870, and he thinks, but is not sure, that he took out his certificate up to the date of his death. Now as to country solicitors. Is there anyone in practice whose record surpasses that of Mr. GEORGE WHITE, of Ipswich, the registrar of the county court? He is stated in the *Law List* to have been admitted in Easter, 1831. And is there any country solicitor in practice whose date of admission is between Mr. WHITE's and that of Mr. J. S. ELDRIDGE, the clerk to the Southampton borough justices, who was admitted in Trinity, 1833, and who, we learn, is as active in mind and body as ever, and is to be seen every day hard at work in his court?

AN INTERESTING point as to the necessity which may sometimes be imposed on a landlord to prove his title was decided in *Tadman v. Henman* (*ante*, p. 478). It has, of course, long been settled that he is not bound to prove his title as against his own tenant. "It has been ruled often," said DAMPIER, J., in *Doe d. Knight v. Smythe* (4 M. & G. 347), "that neither the tenant nor anyone claiming by him can controvert the landlord's title." The doctrine, which has been put upon the ground of estoppel, does not, however, prevent the tenant from shewing that the title which the landlord had at the date of the lease has terminated: *Watson v. Lane* (11 Ex. 769). At one time it was thought that the rule was peculiar to the action of ejectment, but this restriction was disapproved of in *Delaney v. Fox* (2 C. B. N. S. 768), and has not since been recognized. While, however, the tenant is estopped for all purposes from disputing his landlord's title, and the same rule applies to persons who come in through him, it does not extend further, so as to make the estoppel binding on strangers. In *Tadman v. Henman* the question arose in consequence of the landlord having distrained upon the goods of a stranger. The owner of the goods complained that the distress was illegal, and put interrogatories to the landlord for the purpose of ascertaining his title. It would not, perhaps, have been difficult to hold that, as the stranger put the goods upon the demised premises with the leave of the tenant, he must be taken to be bound by the tenant's estoppel as claiming under the tenant. The Court (WILLS and LAWRENCE, JJ.) held, however, that he was a stranger to the contract of tenancy, and was not affected by the estoppel. Consequently, since the landlord, to justify the distress, would have to shew not only that he had let the premises, but that he had title to do so, he was ordered to answer the interrogatories.

IT APPEARS from the decision of KEKEWICH, J., in *Re Helling, Helling v. Merton* (*ante*, p. 495) that the appointment by a trustee vendor of an attorney to execute the deed of conveyance does not give the attorney the power of appointing a solicitor to receive the purchase-money, and doubtless this is a correct deduction from the language of section 2 of the Trustee Act, 1888. Till recently, of course, the only safe course with regard to the payment of purchase-money to trustees was to pay it either to the trustees themselves or into a bank in their joint names. With an excess of caution it was said that even an express authority given by the trustees to their solicitor to receive the money was not, save under special circumstances, a good ground for requiring the purchaser to pay it to them. Hence the construction which was put upon section 56 of the Conveyancing Act, 1881, in *Re Bellamy and Metropolitan Board of Works* (24 Ch. D. 387). The effect of that section is simply to confer upon a solicitor who produces a deed containing a receipt for the consideration money, the deed being executed by the person entitled to give a receipt, authority to receive the money without the necessity of producing any separate authority, and it did not alter the position of a purchaser with regard to a trustee vendor. As an express authority would not have justified payment to the solicitor of the trustee before the Act, neither would the statutory authority, which simply took the place of an express authority, after the Act. To avoid the inconvenience thus caused, section 2 of the Trustee Act, 1888, enacted that it should be lawful for a trustee to appoint a solicitor to be his agent to receive any purchase-money, but it seems clear that the appointment must be made by himself personally. In the case before KEKEWICH,

J., a vendor trustee, who was residing abroad, had appointed an attorney to execute the deed, but had omitted to appoint a solicitor to receive the purchase-money. The attorney was thus unable to complete the transaction, and the delay which ensued was held to be due to the wilful default of the vendors.

IN HOLDING, in the case of *The Queen v. Stonor* (reported elsewhere), that a county court judge has no power to deal summarily with the contempt of court created by the 26th section of the Solicitors Act, 1860, the Queen's Bench Divisional Court came to a conclusion which, if not in accordance with our wishes, we must admit appears to be correct in point of law. The enactment in question, which makes it a contempt of court for anyone to practise as a solicitor without being duly qualified, does not seem sufficiently precise in terms to extend to such an offence the summary jurisdiction to commit for contempt possessed by county court judges, which, as we have recently had occasion to mention (*ante*, p. 420), is strictly confined by statute to contempts committed in *facie curie* (*Reg. v. Lefroy*, 21 W. R. 332, L. R. 8 Q. B. 134). The indefinite power to fine and imprison for any contempt of court whatsoever is the exclusive privilege of the superior courts, which they appear to have inherited from the *Aula Regis* as a direct emanation of the royal authority (*per* COCKBURN, C.J., in *The Queen v. Lefroy*, *supra*).

THE JURISDICTION OF THE CHARITY COMMISSIONERS.

THE recent decisions of NORTH, J., in *Re Corporation of the Sons of the Clergy and Skinner* (41 W. R. 461) and of STIRLING, J., in *Re St. John-street Wesleyan Chapel, Chester* (*ante*, p. 456), call attention to the construction of section 62 of the Charitable Trusts Act, 1853. Generally speaking the jurisdiction of the Charity Commissioners extends to every institution in England or Wales endowed for charitable purposes within the purview of 43 Eliz. c. 4 (section 66 of the Act of 1853, section 48 of that of 1855), but various exemptions are introduced by section 62. The chief difficulty in construing the section arises upon the exemption of societies maintained wholly or partly by voluntary contributions, and so far as it relates to these it runs as follows:—"This Act shall not extend to . . . any institution, establishment, or society for religious or other charitable purposes . . . wholly maintained by voluntary contributions, . . . and where any charity is maintained partly by voluntary subscriptions and partly by income arising from any endowment, the powers and provisions of the Act shall, with respect to such charity, extend and apply to the income from endowment only, to the exclusion of voluntary subscriptions and the application thereof; and no donation or bequest unto or in trust for any such charity as last aforesaid, of which no special application or appropriation shall be directed or declared by the donor or testator, and which may legally be applied by the governing or managing body of such charity as income in aid of the voluntary subscriptions, shall be subject to the jurisdiction or control of the said board or the powers or provisions of this Act." The section goes on to exclude also any portion of any such donation or bequest or of any voluntary subscription which shall be set apart by the governing or managing body of the charity for any specific object or purpose connected with the charity.

In reading the section it is at once obvious that the Legislature contemplated a distinction between charities maintained wholly by voluntary contributions, which were to be altogether exempt from the jurisdiction of the Charity Commissioners, and charities maintained partly by voluntary contributions and partly by the income arising from endowments, which were to be exempt only as to the voluntary contributions. In describing the latter charities the section, it may be noticed, speaks of voluntary subscriptions, but, though "contribution" may, perhaps, be intended as more comprehensive than "subscription"—as meaning, that is, special donations and bequests, as well as annual subscriptions—yet the distinction is not clear enough for any argument to be founded upon it; and, in *Corporation of the Sons of the Clergy v. Sutton* (8 W. R. 167, 27 Beav.

651), ROMILLY, M.R., regarded "voluntary contributions" as being opposed in the section to "endowments." When, then, a charity is supported partly by voluntary contributions and partly by income arising from endowments, how are these two species of property to be distinguished?

The first test which suggests itself is, that voluntary contributions retain that character so long only as they are kept ready for current expenditure, but that, so soon as they are invested, and thus become the source of income, they at the same time become an endowment. This view was discussed and rejected by ROMILLY, M.R., in the case last referred to, chiefly upon the ground that the jurisdiction of the Charity Commissioners ought not to be attracted simply by the mode in which the charity dealt with its property. "It is impossible," he said, "that the Legislature can have meant to make the control of the Charity Commissioners dependent upon the circumstance whether or not the affluence or providence of the society had enabled or induced it to secure a portion of its funds by an investment in a permanent security."

But if "endowment" is not to be regarded as equivalent to property producing an annual income, and the opinion of ROMILLY, M.R., to this effect has been accepted as correct, another test must be found. What the framers of the section really meant it would perhaps be useless to inquire. Apparently they had no very clear conception of what they wished to be understood by the term. But in going on to speak of donations and bequests they supplied a distinction which, for want of anything better, has been used to distinguish also between voluntary contributions and endowments. In point of fact, of course, all charities of modern creation are maintained by voluntary contributions, and these include donations and bequests. The section, however, divides the latter modes of benefaction into two classes: donations and bequests of which no special application has been directed by the donor or testator, and donations and bequests of which special application has been directed. In other words, donations and bequests specially appropriated by the benefactor are separated from the donations or bequests given to the charity for its general purposes. The former are subject to the jurisdiction of the Charity Commissioners, the latter as a rule are not. Hence it occurred to Sir JOHN ROMILLY that the same distinction might serve to separate voluntary contributions generally from endowments. He held accordingly, that the word "endowment" had reference to an endowment made for some specific or particular purpose or trust as distinct—for such apparently was his meaning—from the general purposes and objects of the association. To arrive at this conclusion he had to struggle also with the words of the definition clause, which make "endowment" include all real and personal property for the time being belonging to or held in trust for any charity or for all or any of its objects and purposes. Income arising from endowment would include, therefore, income arising from the investment of voluntary contributions. He reconciled this with his decision by taking it to mean that, while all such property might be the subject of endowment, it did not become actually so subject until impressed, by the will of the donor or otherwise, with a particular and specific trust.

It is not sufficient, however, that a donation or bequest is not impressed with a particular and specific trust. To exempt it from the jurisdiction of the Charity Commissioners it must also be property which the governing or managing body of the charity may legally apply as income in aid of the voluntary subscriptions. Hence, adopting the *ratio decidendi* of *Corporation of the Sons of the Clergy v. Sutton* (*supra*), it would seem that a donation or bequest which could not be applied as income would have to be classed as an endowment. We thus have to distinguish between property, whether consisting of current contributions or of permanent investments the produce of past contributions, which can be applied by the society to its general purposes, and which can be used, if so desired, as income; in respect of property of this kind the society is not subject to the jurisdiction of the Charity Commissioners; and property which upon being given to the society was either impressed with a specific trust or was so given that it could not legally be applied by way of income; such property it would seem constitutes an endowment, and in respect of it the society is subject to the commissioners.

The case of *Royal Society v. Thompson* (29 W. R. 838, 17 Ch. D. 407) appears to do no more than follow the decision of ROMILLY, M.R., that the endowments referred to in section 62 consist of property impressed with a specific trust, and in both cases lands which had been purchased out of the general funds of the charity were held to be exempt from the jurisdiction. A similar result was arrived at too in *Finnis to Forbes* (32 W. R. 55, 24 Ch. D. 591). But in none of these cases does it appear to have been doubted that the funds could have been used as income, and, there being no suggestion that they were affected by a "particular and specific trust," it was not necessary to determine how such a trust could be constituted. Both these points, however, are elucidated by the recent cases of *Re Corporation of the Sons of the Clergy and Skinner* (*supra*) and *Re St. John-street Wesleyan Chapel, Chester* (*supra*).

In the former the land in question, for the sale of which it was said that the consent of the Charity Commissioners was necessary under section 29 of the Act of 1855, had not been purchased by the charity, but had been conveyed to them for considerations which were not pecuniary. Hence, it was said, it was not a donation applicable as income, and must constitute an endowment. But NORTH, J., declined to accede to this argument. It could not, indeed, be applied as income without conversion, but the same remark would apply to most forms of personal estate. The question is whether the charity could, if so minded, sell the land and dispose of the proceeds as income, and the land being given to them in fee, subject to no restriction, it appears that such a course would be perfectly lawful. Consequently, on the authority of *Corporation of the Sons of the Clergy v. Skinner* (*supra*), NORTH, J., held that the land was not an endowment within the meaning of section 62.

In the above cases the question of the construction of the section has arisen between vendor and purchaser merely, and the Charity Commissioners have not been represented. In *Re St. John-street Chapel* (*supra*), on the other hand, the commissioners were the applicants, the application being to issue a writ of attachment against trustees for default in rendering an account of part of the charity property. The property consisted of a chapel, which, as being a registered place of worship, was exempt under the earlier part of the section, and also adjacent property which had been purchased out of voluntary contributions. Originally the property, which was acquired at different times, was held upon the trusts of a deed of 1811, by which the site of the chapel was conveyed, but in 1881, by a scheme of the Charity Commissioners, it was made subject to the trusts of the Wesleyan chapel model deed. Shortly stated, these are to build a chapel, to apply the rents and profits in the maintenance of the chapel and in furtherance of the objects of the denomination, and in certain events to mortgage and sell. It is clear that in such a case as this it is difficult to apply the distinction between property given for the general objects of the charity, and property given subject to an express trust. The trustees are in a different position from a charity, such as the Corporation of the Sons of the Clergy, whose objects are contained in their charter, and who can take property for those objects without specification of any trust. The trustees of a chapel are not a body having any general purposes at all as distinct from the trusts upon which the property is conveyed to them. It might be said, indeed, that the trust deed itself is their charter, defining the objects for which they hold the property, and that they can accept property upon more restricted trusts which would properly form an endowment. But even if such a position can be maintained, it seems very doubtful whether the contributions out of which the property was purchased could be said to be applicable as income. Here, again, there is a distinction between a body of trustees whose property usually takes a permanent form, for the maintenance of which only a small income is required, and a spending charity like the Corporation of the Sons of the Clergy. STIRLING, J., held, therefore, that the property was subject to the Charity Commissioners, on the two grounds that it was vested in the trustees on specific trusts, and that the contributions with which it was bought were not legally applicable as income. The decision will probably affect a large number of cases where trustees of chapels hold other property in connection with the chapels.

RECENT DECISIONS AFFECTING COMPANY DRAFTING.

II.

IN the case of *Re Borough Commercial and Building Society*, decided by VAUGHAN WILLIAMS, J., on the 14th of February last, and reported *ante*, p. 269, a very important point was decided, which seems to shew that a clause permitting the withdrawal of members in certain circumstances may be inserted in the articles of an unlimited company. His lordship there decided that there is nothing to prevent an unlimited company from providing by its memorandum and articles of association for a return of capital to the members of the partnership, or for the withdrawal of members from the company. An unlimited company with a capital divided into shares must state in its articles the amount of capital with which it proposes to be registered (Companies Act, 1862, s. 14, Schedule II., Form D), and, therefore, the statement as to the amount of the capital is not unalterable, as it is in the case of a company limited by shares. In the case of *Re Borough Commercial, &c., Society* the objection raised to the withdrawal was, that it amounted to a reduction of capital in a way not authorized by the Companies Acts.

With regard to reductions of capital, there is an obvious distinction between limited and unlimited companies. In the case of a company limited by shares the amount of capital must be stated in the memorandum (Companies Act, 1862, s. 8). By section 12 of the Companies Act, 1862, a company limited by shares may only modify its memorandum in certain specified particulars, which do not include reduction of capital. The sections in the Companies Act, 1867, relating to reduction of capital clearly only refer to companies limited by shares, which would otherwise have no power to reduce their capital, for section 12 enacts that, save as provided in that section, and save as is provided in the case of a change of name, no alteration shall be made by any company in the conditions contained in its memorandum of association. In the case of an unlimited company the regulations as to capital are contained in the articles, and therefore a reduction of capital could be effected by an alteration of the articles by special resolution under section 50 of the Act of 1862. The question, however, remains whether such a reduction of capital, carried out by means of a special resolution, in the case of an unlimited company having its capital divided into shares, would not be an attempt to alter an essential part of the original contract of partnership, which is incapable of alteration by the will of a majority against a minority of the members. On this point there seems to be no direct authority. The nearest case is *Smith v. Goldsworthy* (4 Q. B. 430), where the court seemed to think that the amount of capital and value of the shares were part of the constitution of an unlimited company whose capital was divided into shares. The point was argued at length before VAUGHAN WILLIAMS, J., but the facts of the case were too complicated to permit of the point being raised very clearly. The article in the Borough Commercial and Building Society relating to capital was as follows:—"The capital of the society shall not be of any fixed nominal amount, and shall be divided into shares of the ultimate value of £50 each." It was therefore an unlimited company having its capital divided into shares, which, by section 14 of the Companies Act, 1862, must "state the amount of capital with which the company proposes to be registered."

If the withdrawal of members is one of the "objects" of an unlimited company it seems preferable to state it in the memorandum and not in the articles, as was done in the Borough Commercial, &c., Co. At present the case appears to be an authority for saying that such a clause may be inserted, and that effect will be given to it.

The case of *Lister v. Henry Lister & Son (Limited)* (41 W. R. 330) points out the proper form of words to be used when it is desired to postpone a series of debentures to a series of debentures previously issued. We believe that the form of the conditions indorsed on the second debentures in that case was one in common use, but it was spoken of by VAUGHAN WILLIAMS, J., as being "ambiguously" worded. It was desired by the draftsman to postpone the whole of the second series of debentures to the whole of the first series, whenever issued, provided they were not reissued, but the wording of the con-

dition gave rise to a question of priority in the case of individual debentures of the first issue which had been issued after the creation of the second series. The actual words were "in subordination to the debentures which have been already issued by the company for securing an aggregate principal sum of £10,000, or such of them as are now outstanding." The question was whether the words "debentures already issued" meant the series of, or individual, debentures, and whether the words "or such of them as are now outstanding" meant such of the debentures as, having been issued, had not been paid off, or whether the words contemplated a reissue of debentures.

In order to preclude such questions when it is intended to postpone one series of debentures to another series of debentures the clause in the conditions should be worded carefully so as to avoid the questions raised in *Lister v. Henry Lister & Son (Limited)*. The following is a specimen clause in the conditions. "The debentures as and when respectively issued shall operate as creating continuously overriding floating charges [or as the case may be] upon the undertaking of the company and all the within-mentioned property subject and in subordination to the series of debentures which have been already issued by the company for securing an aggregate principal sum of £ and interest at the rate of £ per cent. per annum, or such of the last-mentioned debentures, as having been issued, have not been paid off, for securing and providing for the payment to the registered holders rateably and equally *inter se*, and without any preference or priority one over another, but in priority to all other debts for the time being owing by the company, of the principal moneys and interest owing upon the debentures, and as precluding the company, whilst any of the debentures shall remain in force, from creating or making any further mortgage, charge, incumbrance, or security upon or over its undertaking or its property in competition with, or otherwise than subject and in subordination to, the debentures which having been issued have not been paid off."

LEGISLATION IN PROGRESS.

EMPLOYERS' LIABILITY.—The House of Commons Standing Committee on Law have continued the consideration of the Employers' Liability Bill. Mr. HALDANE moved to amend clause 1 (liability of employer for personal injury to workman) by the addition of the following sub-section:—"(2) A workman shall not be deemed to have accepted any risk incident to his employment by reason only of his having accepted or continued in the employment after he knew of the risk." Mr. ASQUITH accepted the amendment, which was agreed to. Mr. WOODS moved to omit sub-section 2 of the clause, which was as follows:—"Provided that a workman or his representative shall not be entitled under this Act to any right of compensation or remedy against the workman's employer in any case where the workman knew of the negligence which caused his injury, and failed without reasonable excuse to give or cause to be given within a reasonable time information thereof to his employer or to some person superior to himself in the service of his employer." Mr. ASQUITH considered that the sub-section might give rise in litigation to questions of considerable perplexity, and, regarding it as unnecessary, was ready to omit it. After discussion the sub-section was omitted without a division, and the clause, as amended, was then agreed to. Clause 2 provides as follows:—"A contract whereby a workman relinquishes any right under this Act shall not, if made before the accrual of the right, constitute a defence to any action for the recovery of compensation under this Act." Mr. HALDANE moved to leave out "under this Act" where those words first occur, and to insert "to compensation to himself or his representatives for personal injury caused to the workman by reason of the negligence of the employer or of any person in the service of the employer." Mr. ASQUITH accepted the amendment, which was agreed to. Mr. HUNTER proposed to add after "any right under this Act shall not" the words "except as hereafter provided," the object of the amendment being to raise the question whether any, and, if so, what, exception was to be permitted under the clause. After a discussion on the probable effect of the clause upon the insurance societies which have been established in connection with various railway companies the further consideration of the amendment was adjourned.

On the 18th inst. the Lord Chancellor brought in a Bill to amend the Supreme Court of Judicature Acts, which was read a first time.

REVIEWS.

STUDENTS' STATUTE LAW.

GIBSON AND WELDON'S STUDENTS' STATUTE LAW: SPECIALLY INTENDED FOR THE USE OF CANDIDATES AT THE FINAL AND HONOURS EXAMINATIONS OF THE LAW SOCIETY. SECOND EDITION. By the Authors. The "Law Notes" Publishing Offices.

We are glad to see a new edition of this useful students' book. The scheme of the work is to group the leading statutes on each branch of law under headings, and to state and explain the provisions of each section more or less elaborately, according to its importance. The statutes are well selected, and the explanations and "tips" in general judicious. A full index is added.

STAMPS.

THE LAW OF STAMP DUTIES ON DEEDS AND OTHER INSTRUMENTS. By E. N. ALPE, Barrister-at-Law, of the Solicitors' Department, Inland Revenue. THIRD EDITION. Jordan & Sons.

The practical utility of this work is sufficiently shown by the speedy issue of a third edition. The decisions which have occurred on stamps in the interval are few, but we observe that *Yates v. Evans* (61 L. J. Q. B. 446, 66 L. T. 532) is noticed. We think it will be desirable that the author should keep an eye on the Irish reports for stamp cases, and should be careful to give all the series of current reports in which a case is reported.

BOOKS RECEIVED.

The Students' Guide to the Law of Real and Personal Property. By John Indermaur, Solicitor, and Charles Thwaites, Solicitor. Third Edition. Geo. Barber.

CORRESPONDENCE.

THE OLDEST SOLICITOR.

[To the Editor of the Solicitors' Journal.]

Sir,—The gentleman referred to in your issue of to-day as having been admitted in Trinity, 1837, must give precedence to many both City and West-end solicitors.

I send a list of eighteen, with dates of their admission, all of whom appear in the *Law List* for the present year.

My list is taken from a memorandum I have of members of the Incorporated Law Society who were elected before me. There may possibly be many who are not members of that society who are older practitioners than from 1837.

RICH. F. GREENBANK.

10, Serjeants'-inn, Fleet-street, E.C., May 20.

[The following is the list sent by our correspondent:—

Name.	Date of Admission.
Bischoff, Chas. ...	1824 Hilary.
Dingwall, J. ...	1826 Trinity.
Robinson, W. ...	1826 Michaelmas.
Venning, W. C. ...	1827 Hilary.
Shearman, J. E. ...	1828 Michaelmas.
Burrows, Chas. ...	1829 "
Ommaney, F. ...	1831 Trinity.
Elcum, H. W. ...	1832 Michaelmas.
Bedford, C. St. Clare ...	1833 Easter.
Blake, Chas. ...	1834 Michaelmas.
Hensman, G. ...	1835 Easter.
Vallance, H. ...	1835 "
Janson, F. H. ...	1835 Michaelmas.
Nelson, H. ...	1835 "
Hand, F. J. ...	1835 "
Howard, A. ...	1836 Easter.
Saxton, E. ...	1836 Trinity.
Rickards, E. J. ...	1836 Michaelmas.]

[To the Editor of the Solicitors' Journal.]

Sir,—I have read your interesting editorial notes inviting information as to who at this moment is the *doyen* of the profession.

The other day I came across the name of a gentleman still practising, who, I believe, was admitted nearly seventy years ago, but the question was not under discussion at the time and I omitted to note the particulars.

I personally recollect at least two members of our cloth who took out more than seventy certificates (one, seventy-five certificates) but as both these gentlemen are long since dead, their careers have little bearing on the current debate.

Let me tell you, however, that I have the pleasure nearly every week of seeing a gentleman who sits at the council table, who is not only in the front rank and commands alike our respect and reverence, but who quite outdoes as to seniority those members quoted by you. I refer to Mr. F. H. Janson, now in active practice, who was admitted a solicitor so far back as 1835; moreover, he was elected a member of the Incorporated Law Society that very year, making his all-round seniority almost unique.

I am not sure whether I have the right to refer thus publicly to my honoured friend and colleague without his permission—although I only quote from the *Law List*—indeed I really have another object. Mr. Janson happily has the vigour to have accepted the chairmanship of the Solicitors' Benevolent dinner to be held on the 8th prox., and I for one confess that in becoming a steward of that festival again this year I was not a little actuated by a desire to pay a modest tribute to the pluck and energy exhibited by our esteemed friend. I hope that others will do the like, for it ought to be a red-letter day in the annals of our chief charitable association.

95a, Queen Victoria-street, May 24. FRANCIS K. MUNTUN.

EXAMINATION OF MARRIED WOMEN.

[To the Editor of the Solicitors' Journal.]

Sir,—I quite agree with your remarks under the head of "Current Topics" in reference to Mr. Mather's inquiry as to the examination of a married woman, and it appears to me you rightly state the practice on the point. I have an action now pending before Mr. Justice North, which recently came before his lordship on further consideration. One of my clients, a married woman, was married in 1856, and she is entitled to a share of the fund in court in the action. Mr. Justice North, on the hearing on further consideration, directed that she should be separately examined, and this was accordingly done before the chief clerk, with the result that the share of the married woman is to be paid to her on her separate receipt, the husband consenting. I also filed an affidavit of no settlement.

28, Essex-street, Strand, W.C., May 24. J. COCKRAM TAYLOR.

CASES OF LAST SITTINGS.

High Court—Chancery Division.

JENKINS v. RIDGLEY—North, J., 19th May.

MORTGAGE—FORECLOSURE—POSSESSION BY MORTGAGEE AFTER DECREE ABSOLUTE.

This was an *ex parte* application on the part of a mortgagee for possession after decree absolute. In a foreclosure action, commenced by originating summons, in which the defendant did not appear, and in which possession was not asked, an order nisi was made on the 17th of June, 1892, and the decree was made absolute on the 21st of February, 1893. The following cases were cited: *Craven Bank v. Hartley* (W. N., 1886, p. 189), *Best v. Applegate* (36 W. R. 397, 37 Ch. D. 42), *Keith v. Day* (37 W. R. 342, 39 Ch. D. 452).

NORTH, J., made the order as asked. Although none of the cases exactly applied, his lordship was of opinion that they covered the principle.—COUNSEL, *Mulligan*. SOLICITORS, *Brooks, Jenkins, & Co.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re FLETCHER'S PATENT—North, J., 17th May.

LETTERS PATENT—LICENCE BY LETTER—MATERIAL TERM—PATENTS, DESIGNS, AND TRADE-MARKS ACTS, 1883 (46 & 47 VICT. C. 57), ss. 23, 87, 90—PATENT RULES, 1883, RR. 65, 68—PATENT RULES, 1890, RR. 67-90.

This was a motion to rectify the register of patents, William Fletcher, the plaintiff, seeking to strike out the registration of a letter registered as an agreement. The letter was as follows:—"November 26, 1892.—To Messrs. L. Lumley & Co.—Dear Sir,—In consideration of your using your best endeavours to push the sale of my patent, No. 10,846, I agree to grant you the sole and exclusive liberty, power, and authority to make, use, exercise, and vend the said invention for the United Kingdom during the residue now to come and unexpired of the term for which the said patent may be granted, and during any prolongation thereof, provided always that you pay me a royalty of the amount to be eventually agreed upon between us on the sale of each machine, you to render me quarterly an account of the number of machines you have sold, and I agree to accept such account as final and conclusive, it being understood that should I, at any time, desire it, you will make an affidavit that the accounts submitted are correct. (Signed) W. FLETCHER.—Witnessed, Fred S. Fletcher." It was argued that this letter did not constitute an agreement of which specific performance could be obtained. A material point was wanting, as no price had been fixed. Reference was made to the judgment of Bowen, L.J., in *Re Casey's Patent, Stewart v. Casey* (1892, 1 Ch., at p. 112). On the other hand it was contended that a licence to use a patent, as this agreement was, might be partly by parol and partly in writing. There was no necessity that it should be under

seal. If the licence was partly verbal and partly in writing it might constitute a complete licence, and the document that comprised part of the terms was a matter affecting the proprietorship of the patent which might be entered on the register.

NORTH, J., held that the document must be struck off the register. There was an essential term—namely, the price to be paid—omitted, and the document passed no legal or equitable interest.—COUNSEL, *Casey-Hardy, Q.U.*, and *Israel Davis*; *S. Hall, Q.C.*, and *Swinfen Eady*. SOLICITORS, *Halles, Trustram, & Co.*; *Druses & Attlee*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

High Court—Queen's Bench Division.

YOUNG (Appellant) v. THE SOUTHWARK AND VAUXHALL WATER CO. (Respondents)—16th May.

PUBLIC HEALTH—METROPOLIS—CUTTING OFF WATER SUPPLY—TEMPORARY STOPPAGE BY WATER COMPANY TO STOP LEAKAGE—WHETHER THIS IS A "CUTTING OFF"—NOTICE TO VESTRY—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. C. 76), s. 49.

Case stated by the metropolitan police magistrate sitting at the South-Western Police Court in the County of London. The respondents were summoned for having, on the 3rd of November, 1892, in the parish of St. Mary, Battersea, failed to give notice in writing to the vestry of the parish as the sanitary authority of the parish that they had cut off the water supply to a certain inhabited dwelling-house, and had ceased to supply water to the said dwelling-house contrary to the provisions of the statute 54 & 55 Vict. c. 76 (Public Health (London) Act, 1891), whereby they had rendered themselves liable to a fine as provided by the said statute. The magistrate dismissed the summons but agreed to state the present case. The summons was taken out by the appellant on behalf and by the directions of the vestry of the parish, which vestry is the sanitary authority of the district, and the house in question was an inhabited dwelling-house continuously used as such from the 2nd of November, 1892, continuously to the 25th of November, 1892. The respondents are a water company supplying water for profit in the said district, and among other houses they have been in the habit of supplying water to the house in question. The respondents were at the time in question providing a constant supply to the district pursuant to the provisions of the Metropolitan Water Act, 1871. The mode by which water is supplied by the respondents is by means of mains running under the street or roadways, and by service or communication pipes which are connected with the mains and which carry the water from the mains to the various houses having a supply of the said water. The house in question was until the date in question supplied with water from the respondents' main by means of a service or communication pipe and stopcock, which were the property of the landlord of the said house and over which the customer had a right of control. The service and communication pipe was fitted with a cap and a lining ferrule at the point where it was connected with the respondents' main. On the 12th of October, 1892, the landlord of the said house at his own expense caused a stopcock to be inserted in the service pipe of the house at a point about eleven feet from the point where the service pipe is connected with the main. On the 2nd of November, 1892, the servants of the respondents were engaged in fixing a box covering over the stopcock when they ascertained that there was a leakage from the service pipe at a point between the stopcock and the house, and thereupon they informed the tenant and occupant of the house of the existence of the leak, and that she had better communicate with her landlord and get the pipe repaired, and that they, the respondents' servants, must shut down the stopcock. The respondents' servants then shut down the stopcock, the effect of which was to stop the leak and also to prevent any further supply of water to the house, and the respondents did not, in fact, supply any water to the house from the 2nd to the 25th of November, 1892, when, the leak having been repaired by the landlord of the house, the supply of water was renewed by the landlord's plumber opening the stopcock. It was admitted on behalf of the appellant that there was good reason for so cutting off the water from the house. The respondents did not give any notice to the vestry that they had cut off the water supply to the house, or that they had ceased to supply the house with water, but on the 8th of November, 1892, they gave notice to the landlord. The stopcock was situated in the pavement of the public footpath immediately in front of the house, and the water could have been turned on again at any time by turning the stopcock, which, however, could only be done by means of a key, and there was no evidence that the tenant of the house was in possession of any such key, but it was proved that keys could be purchased by consumers, and that it was a common occurrence for water to be turned on and off by them. On behalf of the appellant it was contended that upon the facts as above stated the respondents were, as a matter of law, bound to give notice in writing to the vestry within twenty-four hours that they had so cut off the supply of water from the said house and ceased to supply it with water, as required by section 49 of the Public Health (London) Act, 1891, and that the respondents not having given any such notice were liable to a fine in accordance with the provisions of the said section. On behalf of the respondents it was contended that on the facts as found there was no obligation in law on the respondents to give any notice to the vestry, and that the summons should be dismissed. The magistrate found that it was a matter of urgency, and that it could not have been more than a temporary inconvenience if the occupier had communicated with the landlord at once, and that there was no intention on the part of the respondents to withdraw the supply from the premises, except for the immediate purpose of stopping the said leak. The magistrate was of opinion that the contention of the respondents was right in

law and he dismissed the summons, but without costs. The question now was whether the magistrate was right in holding that there was no cutting off of the water supply within the meaning of the section. Section 49 of the Public Health (London) Act, 1891, provides: "When a water company may lawfully cut off the water supply to any inhabited dwelling-house, and cease to supply such dwelling-house with water for non-payment of water rate or other cause, the company shall, in every case within twenty-four hours after exercising the said right, give notice thereof to the sanitary authority of the district in which the house is situated. (2) Any company which neglects to comply with the foregoing provisions shall be liable to a fine not exceeding ten pounds, and it shall be the duty of the sanitary authority to take proceedings against any company in default."

THE COURT (CHARLES and VAUGHAN WILLIAMS, J.J.) held that there was no cutting off of the water supply within the meaning of the section, and that no notice to the vestry was required, and that the learned magistrate was therefore right in dismissing the summons.—COUNSEL, Earle; McCall, Q.C., and Horton. SOLICITORS, W. W. Young & Son; Lawfar, Tanner, & Lawfar.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

THE NEWBOLD FRIENDLY SOCIETY v. BARLOW—19th May.

FRIENDLY SOCIETY—BURIAL MONEY—PAYMENT OF SUM ON DEATH OF CHILD UNDER TEN YEARS OF AGE WITHOUT PRODUCTION OF CERTIFICATE OF DEATH—INDUSTRIAL ASSURANCE COMPANY—SOCIETIES WHO "ISSUE OR ARE LIABLE UPON POLICIES OF ASSURANCE UPON HUMAN LIFE"—FRIENDLY SOCIETIES ACT, 1875 (38 & 39 VICT. c. 60), ss. 4, 28—LIFE ASSURANCE COMPANIES ACT, 1870 (33 & 34 VICT. c. 61), s. 2.

This was an appeal by special case from a decision of the justices of Rochdale convicting the appellants of an offence under section 28, sub-section (2) of the Friendly Societies Act, 1875. The registration of the appellants under the Friendly Societies Act, 1875, had been cancelled in the year 1885, and they had since that year carried on their business as a company registered under the Companies Acts, 1862 to 1890. One of the objects mentioned in their memorandum of association was "insuring money to be paid for the funeral expenses of members," and it was declared that "the society does not intend nor shall it be empowered to issue policies of assurance on human life within the meaning of the Life Assurance Companies Act, 1870." Article 71 of their articles of association provided that "in the event of the death of any member immediate notice shall be given to the collectors of the district, who shall receive a certificate of the death from the parents or guardians of the deceased member, and forward the same to the president, vice-president, or secretary, or the committee of management may at their discretion dispense with any such certificate. The collector of the district shall view the corpse," &c. Alice Kay was a member of the society, and had paid contributions which entitled her to the sum of £5 in the event of the death of her son, John James Kay, for funeral expenses. John James Kay died in 1892 aged six years, and upon his death £5 was paid to Alice Kay by a collector on behalf of the appellants without the production of a certificate of death, but in other respects according to the provisions of article 71. The contention of the appellants was that they were not a society within the meaning of section 28 of the Friendly Societies Act, 1875. The enactments bearing upon the question are stated in the judgment. The case was argued on the 17th of January, when judgment was reserved.

The decision of THE COURT (Lord COLERIDGE, C.J., and CAVE, J.) was delivered by CAVE, J.:—"The question in this case is whether the appellants were liable to be convicted under the Friendly Societies Act, 1875, s. 28, sub-section 2, which enacts:—"No society shall pay any sum on the death of a child under ten years of age except to the parent of such child or to the personal representative of such parent, and upon the production by such parent or his personal representative of a certificate of death issued by the registrar of deaths or other person having the care of the register of deaths containing the particulars after mentioned." The appellants were admittedly guilty of the offence if they were a society within the meaning of the section. As to that sub-section 7 enacts that "the word 'society' in the present section shall include all industrial assurance companies assuring the payment of money on the death of children under the age of ten years." Section 4 of the same Act enacts that if not inconsistent with the context, "'industrial assurance company' means any company as defined by the Life Assurance Companies Act, 1870, which grants assurances on any one life for a less sum than £20, and which receives premiums or contributions in Great Britain or Ireland by means of collectors at less periodical intervals than two months." The Life Assurance Companies Act, 1870, by s. 2, enacts that the term "company" means "any person or persons, corporate or unincorporate, not being registered under the Acts relating to friendly societies, who issue or are liable under policies of assurance upon human life within the United Kingdom, or who grant annuities upon human life within the United Kingdom." Putting all these enactments together, sub-section 2 of section 28 of the Friendly Societies Act of 1875 will read as follows:—"No society (which word includes, if not inconsistent with the context, any person or persons, corporate or unincorporate, not being registered under the Acts relating to friendly societies who issue or are liable upon policies of assurance upon human life within the United Kingdom, or who grant annuities upon human life within the United Kingdom, and who grant assurances on any one life for a less sum than £20, and who receive premiums or contributions in Great Britain or Ireland by means of collectors at less periodical intervals than two months, and who assure the payment of money on the death of children under the age of ten years) shall pay any sum on the death of a child under ten years of age except to the parent of such child or to the personal representative of such parent, and

upon the production by such parent or his personal representative of a certificate of death issued by the registrar of deaths or other person having the care of the register of deaths containing the particulars after mentioned." It is contended for the appellants that they do not fall within this enactment on the ground that, although they come within the rest of the definition, they do not issue and are not liable upon policies of assurance. Now we cannot perceive any ordinary sense of the words "policies of assurance" under which it can be said that the appellants issue such policies, and if they do not issue such policies we do not see how it can be said that they are liable under policies of assurance without using the words "policies of assurance" in two senses—one when they are read with the word "issue," and another when they are read with the words "liable upon," which, in our judgment, is inadmissible. On the other hand, to hold that the appellants are not within section 28, sub-section 2, would be to deprive sub-section 7 of all meaning, and that where it is most important that it should have a meaning. If such bodies as the appellants are not within the section the lives of children under ten are deprived of the protection intended to be thrown around them by the section in question. In our judgment, the words "who issue or are liable upon policies of assurance" are to be rejected altogether as inconsistent with the context, which sufficiently limits these companies by requiring that they shall be companies assuring the payment of sums of less than £20 on the death of children under ten, the premiums on which are collected at less periodical intervals than two months. In our judgment the magistrates were right, and the appeal must be dismissed with costs.—COUNSEL, Pankhurst and Arnold Herbert; Sir Charles Russell, A.G., and H. Sutton. SOLICITORS, Woodcock & Rylands, for Standing, Taylor, & Co, Rochdale; The Solicitor to the Board of Trade.

[Reported by T. R. C. DILL, Barrister-at-Law.]

HAUFSTAENGL ART CO. AND ANOTHER v. HOLLOWAY—15th April.

INTERNATIONAL COPYRIGHT—FOREIGN PAINTING, PHOTOGRAPH OF—REGISTRATION—RIGHT TO SUE FOR INFRINGEMENT—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45)—INTERNATIONAL COPYRIGHT ACT, 1844 (7 & 8 VICT. c. 12)—FINE ARTS COPYRIGHT ACT, 1862 (25 & 26 VICT. c. 68)—INTERNATIONAL COPYRIGHT ACT, 1886 (49 & 50 VICT. c. 33)—BERNE CONVENTION—ORDER IN COUNCIL, NOVEMBER 28, 1887.

Action tried by Charles, J., without a jury, in which the learned judge took time to consider his judgment. The facts fully appear in the written judgment of the learned judge. The question was as to copyright in pictures as against persons issuing photographs of them. Section 6 of the International Copyright Act, 1886, provides: "Where an Order in Council is made under the International Copyright Acts with respect to any foreign country, the author and publisher of any literary and artistic work first produced before the date at which such order comes into operation shall be entitled to the same rights and remedies as if the said Act and this Act and the said order had applied to the said foreign country at the date of the said production; provided that where any person has before the date of the publication of an Order in Council lawfully produced any work in the United Kingdom, nothing in this section shall diminish or prejudice any rights or interests arising from or in connection with such production which are subsisting and valuable at the said date."

The following written judgment was read by CHARLES, J.:—"The plaintiff company are the proprietors of copyright, both in Germany and the United Kingdom, in a picture called the 'Guardian Angel.' It was painted for their assignor, Haufstaengl, on commission in 1884. It was exhibited at Berlin in 1886, but no copies were allowed to be taken. The painter's name was placed on the picture. The copyright was assigned to the plaintiff company on March 27, 1889. The defendants, Messrs. Holloway, are sole proprietors of Holloway's Pills, and have caused photographs of the picture to be copied on to cards, which they issue for the purposes of their trade. They had bought these copies from a firm of Messrs. Beckman Brothers, under orders given between June 9, 1887, and August 14, 1890. The copies supplied in conformity with the earlier order were made or produced in England by Messrs. Riddle & Couchman. The design was afterwards somewhat changed, and the later copies were made or produced in Germany. It was not denied that all the copies were infringements. The questions raised were questions of law only, and in order to appreciate them it is necessary to refer to the legislation in this country affecting copyright of works of art and books published in foreign countries. But before doing so I should state that the plaintiffs, who in 1891 had discovered the infringement, registered this copyright. If this registration were unnecessary, the damages were agreed at £100. If it were necessary, the damages were, in my opinion, nominal; the writ having been issued within a few days of the English registration, and the defendants having given an undertaking immediately to discontinue the sale of any copies of the picture. The first Act to which reference must be made is 7 Vict. c. 12, which enacted in section 2 that her Majesty, by Order in Council, might direct that authors of books, prints, and other works of art published abroad should have such copyright here as the order should provide. [His lordship then read sections 3, 4, and 6 of the same Act.] This Act was called the International Copyright Act. Many Orders in Council were issued under its provisions, and much difference in practice prevailed in the various countries to which the orders applied. In order to obviate the inconveniences which thus arose, a conference of the Powers was held in 1887 at Berne, and a convention, drafted in 1885, was agreed to on September 5, 1887, between her Majesty and other Sovereigns, among whom was the German Emperor. Meanwhile the International Copyright Act, 1886 (49 & 50 Vict. c. 33), was passed. That Act, after reciting that a draft convention had been agreed on at Berne, and it was expedient to enable her Majesty

to accede to it, enabled her to issue Orders in Council confirming the convention. Accordingly, an Order in Council was issued on November 28, 1887, which was directed to come into operation on December 6. The rights of foreign authors in England now, therefore, rest mainly on the Berne Convention of September 5, 1887, and the order of December 6, 1887, issued under the authority of the Act of 1886. It is necessary to examine their provisions with some minuteness. The convention is expressed to be "for protecting effectually, and in as uniform a manner as possible, the rights of authors over their literary and artistic works," and by article 2 it provides that authors of any of the countries of the union shall enjoy in the other countries for their works, whether published in one of those countries or unpublished, the rights which the respective laws do now, or hereafter may, grant to natives. The enjoyment of these rights is subject to the accomplishment of the conditions and formalities prescribed by law in the country of origin of the work, and cannot exceed in the other countries the term of protection accorded in the country of origin. The Order in Council of November 28, 1887, schedules the Convention, and provides that, from the 6th of December, it shall have full effect throughout her Majesty's dominions, and that it shall extend (among other countries) to Germany. Clause 3 is as follows:—"The author of a literary or artistic work, which, on or after the commencement of this order, is first produced in one of the countries of the Copyright Union, shall, subject as in this order and in the International Copyright Acts mentioned, have as respects that work throughout her Majesty's dominions the same right of copyright, including any right capable of being conferred by an Order in Council under section 2 or section 5 of the International Copyright Act, 1844, or under any other enactment, as if the work had been first produced in the United Kingdom, and shall have such right during the same period, provided that the author of a literary or artistic work shall not have any greater right or longer term of copyright therein than that which he enjoys in the country in which the work is first produced. The author of any literary work first produced before the commencement of this order shall have the rights and remedies to which he is entitled under section 6 of the International Copyright Act, 1886." [His lordship then referred to and read sections 2, 4, and 6 of the International Copyright Act, 1886, and stated that, by section 11, the word "produced" means "published or made."] The Order in Council of the 28th of November, 1887, did not provide for the application of any of the provisions of the International Copyright Acts with respect to registry and delivery of copies of works, and it was therefore unnecessary for the plaintiffs to register their picture under the International Copyright Act, 1844. In Germany, since 1876, there has been copyright in German works of art. If, as in the present case, the painter is named on the picture, the copyright subsists for his life and thirty years afterwards, and, in the case of a named author, no registration in Germany is necessary. Having regard to article 2 of the Berne Convention, it does not appear necessary to decide whether the exhibition of the picture at Berlin amounted to a publication or not. In this state of the law and of the facts, three questions present themselves for decision. First, does the Copyright Act of 1886 (49 & 50 Vict. c. 33), s. 6, apply to works published or made before the date of its being passed (the 25th of June, 1886); secondly, must the copyright be registered under the provisions of the English Copyright Act, 1862 (25 & 26 Vict. c. 68), in order to entitle the owner to sue in respect of an infringement; thirdly, does the proviso of section 6 of the Act of 1886 protect the defendants? With regard to the first question, I am unable to feel any doubt that the Act of 1886, s. 6, applies to all literary and artistic works produced before the date of the Order in Council, whether they were produced before or after the passing of the Act. But it is said that by adopting this construction I am offending against the maxim, "*Nova constitutio futura formam imponere debet, non preteritis*," and giving to a section not expressly retrospective in its language a retrospective operation. The case of *Laurie v. Renard* (40 W. B. 679; 1892, 3 Ch. 402) was referred to in support of this view, and reliance was placed on some passages in the judgments of Lindley and Kay, L.JJ. That case, however, merely decides that the language of section 6 does not revive an already extinguishable right. It does not recreate an expired copyright—copyright in a translation which had come to an end before the Act of 1886 came into operation. There is not either in the language of the judgments or in the decision itself anything inconsistent with the conclusion at which I have arrived. It may here be observed that this construction was placed on the section by Grantham, J., in *Moul v. Groenings* (1891, 2 Q. B., at p. 451). I proceed to consider the second question, with regard to which I was pressed to follow the opinion expressed by Stirling, J., in granting an interlocutory injunction (*Fishburn v. Hollingshead*, 1891, 2 Ch. 371), and had that opinion been final I need scarcely say I should have felt myself bound by it. Under the circumstances I think I ought to consider that point for myself and decide it according to my own view of the construction to be put upon the statutes, the Convention, and the Order in Council. Now prior to 1852 there was no statutory copyright for paintings in England. The preamble of the Act passed in that year (25 & 26 Vict. c. 68) recites the fact in terms which appear to cover all copyright, but which must be restricted to copyright after publication, and that it is expedient to amend the law in that respect. The statute then enacts: [His lordship then read sections 1 and 4]. The language here used (that is, in section 4) certainly seems exclusively applicable to the authors named in section 1. But section 12 enacts: [His lordship then read the section]. We must, therefore, read into the Act of 1862 the 4th and 6th sections of the Act of 1844, and these, and in my opinion these only, apply to foreign authors. The British author's work will be entered in the register book provided for by section 4. The foreign author's work will be entered in the register book provided for by section 6 of the Act of 1844. Foreign paintings have never been, in fact, registered in the book kept under section 4. I

should here notice the fact that the requirements of section 6 of the Act of 1844 differ in some particulars from those of section 4 of the Act of 1862, and with all respect for the opinion of Stirling, J., I cannot think that a foreign painting requires registration under both sections. I am now speaking of the state of things between 1862 and 1886. It has always been considered, and I think rightly, that the provisions of the Act of 1844 as to registration and delivery of copies supersede the English provisions of the Act of 1842. I do not read section 3 of the Act of 1844 as applying the provisions of the Act of 1842 as to registration and delivery of copies to foreign books. The copyright laws are to apply then if "they shall have been registered as hereinafter provided." It remains to consider the effect of the Act of 1886, the Convention, and the Order in Council on the foreign author of a book or painting. Is there to be found in these any obligation to register under the English Copyright Acts? I can find none. Section 2, sub-section 3, of the Act provides that the International Copyright Acts and an order made thereunder shall not confer on any person any greater right than he enjoys in the foreign country in which the work was first produced. Section 3 of the order confers on the foreign author the same rights he would have had if his work had been produced in the United Kingdom, and during the same period, provided that he shall have no greater right or longer term of copyright than he enjoys in his own country. Article 2 of the Convention contemplates the foreign and the native being placed on an absolutely equal footing. There is nothing here certainly to cast on the foreigner the obligation of registering under the Act of 1842 in the case of a book, or under the Act of 1862, s. 4, in the case of a painting. On the contrary, the language used appears to indicate that even if such an obligation did previously exist, it was to come to an end. The object of the legislation seems to me clear. It was not designed to impose disabilities, but rather—if they existed—to remove them, and to leave the foreign and native author as nearly as might be on an equality. The foreigner who complied with the requirements of the law of his country was to be protected here; the Englishman who complied with the requirements of our own law was to be protected there. I now turn to the last question, the construction of the proviso in section 6 of the Act of 1886. In order to avail themselves of it the defendants must show that, before the date of the publication of the Order in Council, some one has lawfully produced a work in the United Kingdom. If they show this, then nothing is to affect any right or interest arising from or in connection with such production which is subsisting and valuable at the said date. Now, here the first card, and the first card only, was produced before the order. Does any right or interest arising from or in connection with such production exist either in the defendants or anyone else? There is, in my opinion, none in Messrs. Beckman Brothers, nor in Messrs. Riddle & Couchman. But it is suggested there is some right or interest in the defendants themselves, and Mr. H. Holloway, one of the defendants, stated that the card, both in its original and subsequent form, was valuable as an advertisement. He thought it was important to the defendants that they should continue to use it. He was, however, unable to say whether the business would really suffer at all if the card were discontinued. Now, it has been held in *Moul v. Groenings* that the interest contemplated by the proviso must be pecuniary—there must be a direct subsisting pecuniary interest in the continuation of the production, and the evidence in this case does not, to my mind, prove that the defendants have any interest of that description. The plaintiffs claim no relief in respect of copies of the first card, made before the date of the Order in Council, and the mere fact that these were ordered and paid for does not, in my opinion, of itself shew any right or interest in the defendants to continue the production; no interest, in other words, which can be described as "valuable." In the result, therefore, my judgment must be for the plaintiffs with costs for £100, the sum agreed upon if registration under the Act of 1862 was held by me to be unnecessary; and I grant an injunction in the terms asked, and an order for the delivery up of all unlawful copies of the work in the defendants' possession. Judgment for the plaintiff.—COUNSEL, *Finlay, Q.C., and Serutton*; *Sir E. Clarke, Q.C., Chadwick-Healey, Q.C., and Methold*. SOLICITORS, *H. Bentwich; Clarkson, Greenleeds, & Co.*

[Reported by Sir HURSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

Ex parte DISCOUNT CO., Re STOCKLEY—Q. B. Div., 14th April.

BANKRUPTCY PETITION—SERVICE NOT EFFECTED—NON-APPEARANCE OF PETITIONING CREDITOR ON DAY APPOINTED FOR HEARING—DISMISSAL OF PETITION—BANKRUPTCY RULES, 1886, rr. 157 (2), 158.

This was an appeal by the petitioning creditor from an order of the registrar of the Barnet County Court by which he dismissed a bankruptcy petition presented against the debtor. The petition was presented on the 15th of August, 1892, and was made returnable for the 8th of September, 1892. On that day none of the parties appeared before the registrar, and he thereupon dismissed the petition, which, as a matter of fact, had not been served on the debtor. The petitioning creditor now appealed from that decision, mainly on the ground that where a petition had not been served it could not be dismissed for want of prosecution; but that the proper course for the registrar to have taken was to have given another day under rule 158 of the Bankruptcy Rules, 1886. It was stated that the failure of the petitioning creditor's solicitor to appear at the hearing of the petition was owing to a mistake, and that application was subsequently made on the same day to the registrar to appoint another day, which was refused.

THE COURT (VAUGHAN WILLIAMS and BRUCE, JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, J., said that the court did not know whether any damage would result to the petitioning creditor from what had occurred, but if so, it appeared to be entirely his own fault. The first proposition put forward was that a petition could not be dismissed until it had been served. The court did not agree with that proposition. Reliance was placed on rule 157 (2) of the Bankruptcy Rules, 1886, which provided that "a creditor's petition shall not be heard until the expiration of eight days from the service thereof; provided that where the act of bankruptcy alleged is that the debtor has filed a declaration of inability to pay his debts, or where it is proved to the satisfaction of the court that the debtor has absconded, or in any other case for good cause shown, the court may, on such terms, if any, as the court may think fit to impose, hear the petition at such earlier date as the court may deem expedient." And rule 158 provided that "the registrar shall appoint the time and place at which the petition will be heard, and notice thereof shall be written on the petition and sealed copies, and where the petition has not been served the registrar may from time to time alter the first day so appointed, and appoint another day and hour." The court had asked what was to be done in case the registrar for good cause thought that it was not a case where he ought to alter the first day appointed. The answer was that nothing could be done, and that although the registrar might refuse an extension of time, it was impossible for him to dismiss the petition. The court did not assent to that. In the present case there was a petition presented—a petition which the court could act on in several cases by appointing an *interim* receiver, and in other matters before the petition was served. There must be an inherent power in the court to get rid of that petition and not leave it perpetually a *terminus a quo* the petitioning creditor might start when he could get the court to appoint another day. What the present appeal complained of was that the petition had been got rid of, and the petitioning creditor could not avail himself of it in subsequent proceedings. It was suggested that the registrar took a course which he ought not to have taken when the day of hearing came and no one appeared. It was said there was a slip on the part of the petitioning creditor's solicitor. Assuming that to be so, the court did not doubt that if before the order was drawn up, application had been made to the registrar to appoint another day, he would have done so. But the court suspected that the order had been drawn up before the application was made to the registrar at all, and that being so the course was to apply to the registrar for a rehearing. The court had no reason to suppose but that if the solicitor for the petitioning creditor had satisfied the registrar that his non-appearance was a slip, the registrar would have allowed a rehearing of the matter. But the persons representing the petitioning creditor seemed to have taken the view that the registrar could do nothing right, and no application was made. It could not be supposed that the persons who drew the rules intended that when the petition could not be served the appointment of a new day was to be obtained automatically without the appearance of the petitioning creditor or any asking for it. With regard to whether the petitioning creditor could now take the proper course and apply for a rehearing the court would say nothing. It was a matter for the registrar's discretion, and it might be that he would now think it was too late.

BRUCE, J., concurred, and said that he could not doubt the court had control over the proceedings and over the petition, and if on the hearing the petitioning creditor did not appear the registrar had power to dismiss it.—COUNSEL, *F. C. Willis*. SOLICITORS, *Stedman, Van Praagh, & Co.*

[Reported by C. F. MORRELL, Barrister-at-Law.]

Ex parte BLANDFORD, *Re* HOOD—Q. B. Div., 28th April.

BILL OF SALE—EXECUTION—SALE OF GOODS BY SHERIFF—SHERIFF'S RECEIPT—BILLS OF SALE ACT, 1878, ss. 4, 8, 10.

An important question was raised in this case under the Bills of Sale Acts. The application was by the trustee in the bankruptcy for an order declaring that he was entitled to certain plant and other property which had formerly belonged to the debtor. The debtor carried on business as a builder, and in July, 1891, an execution was put into his house. On the 18th of July, 1891, the goods were sold by the sheriff to a Mr. Burgess, the respondent to the present application, when a receipt was given in the following terms:—"Received this 18th day of July, 1891, of Henry Brocklehurst Burgess, of No. 1, Bethnal Green-road, leather merchant, the sum of £122 1s. 9d., being for the goods, chattels, and effects now in and upon the premises No. 471, Bethnal Green-road, which were seized by the sheriff of the county of London under and by virtue of a writ of *fi fieri facias* issued in the above cause, and hereby sold as far as he lawfully can or may without any warranty of title and with the consent of the above-named defendant, who is a builder, and under an order of Master Wilberforce dated this 18th day of July, 1891." The goods in question were left in possession of the debtor until the 23rd of September, 1892, and were used by him in the way of his business. On the 7th of October, 1892, a receiving order was made against the debtor on a petition presented on the 31st of August, 1892; and the goods were now claimed by the trustee, on the ground (*inter alia*) that the document of the 18th of July, 1891, was a bill of sale.

VAUGHAN WILLIAMS, J., said that he had arrived reluctantly at the conclusion that the contention of the trustee was right, because he did not believe that the transaction in the present case was really within the mischief aimed at by the statute. The transaction was in fact a real transaction. The sheriff did seize the goods and he seized them under a real execution. It was not a collusive execution at all, and having seized the goods under a real execution, the sheriff really sold them and they were paid for. The transaction might have been quite as well carried out without any such receipt as was given. The question which the court had to determine was whether or not that receipt was a bill of sale within the

meaning of the Act of 1878, so that the non-registration of it coupled with the want of possession by the grantee avoided the bill of sale and the transaction. It was plain, without going through the decisions, that although in section 4 receipts with or without inventories were referred to, it was not every receipt which amounted to a bill of sale. A receipt did not amount to a bill of sale unless it was an assurance. That being so, the question was whether the receipt in the present case was an assurance. It was plainly not a legal assurance. It did not purport to be a transfer, conveyance, or assignment, or anything of that kind. But it would appear from various decisions, and particularly from that of the *North Central Wagon Co. v. Manchester, Sheffield, and Lincolnshire Railway Co.* (35 Ch. D. 191) that an assurance might be an assurance within the Act of Parliament, although it was not a legal assurance, if it was such a document as would enable the recipient of it in a court of equity to rely on it as being an assurance of title as evidencing such a contract to assign as would entitle him in equity to insist on an assignment or to treat the document as an assignment. The court had to say whether the document in the present case was such an assurance, and it was plain that if the document in question, although in form a receipt, was really an embodiment of the contract made by the sheriff with Mr. Burgess, and was intended by the parties as such, then it was an equitable assurance. One way of testing whether this receipt was an embodiment of the agreement between the parties was to ask the question whether, if this document had been placed in the hands of a judge at *Nisi Prius*, he would have allowed parole evidence to be given of the terms of the contract after this receipt had been given. The court was of opinion that the judge would have been bound to reject any parole evidence at all. At first the court was inclined to come to the contrary conclusion, because all that which was stated about the terms was not for the purpose of determining what was the bargain between the parties, but rather to justify the course the sheriff took as an officer of the law. But what influenced the court were the words "and hereby sold." In the presence of those words the court could not help coming to the conclusion that the receipt was intended to embody the terms of the bargain between the parties, and that being so it had reluctantly come to the conclusion that the document was a bill of sale, and, not being registered, must be declared void. The court would have been glad if it could have found any evidence that there was a complete contract before the receipt was given at all. But there was no evidence of such complete oral contract on the affidavits, and the words "and hereby sold" on the face of the receipt made it difficult to infer that there was any prior contract. The court was somewhat strengthened in its view in the matter by an admission which had been made that there was a schedule which, if not attached to the receipt, was handed over with it. If that were so, it went to prove that the intention of Mr. Burgess in taking the receipt was really to get an assurance or record of the transaction which would enable him to prove his title.—COUNSEL, *Herbert Reed, Q.C.*, and *Wootton*. SOLICITORS, *A. Syrett; Learoyd, James, & Mellor*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Re HURLEY—Q. B. Div., 27th April.

BANKRUPTCY—EXECUTION—RECEIVING ORDER—SHERIFF'S COSTS—POSSESSION RETAINED AT REQUEST OF EXECUTION CREDITOR AND DEBTOR—TAXATION—BANKRUPTCY ACT, 1890, s. 11.

This case raised an important question as to sheriff's costs. The application was made by the sheriff of Glamorganshire to review a taxation under the following circumstances:—On the 2nd of December, 1892, certain writs were delivered to the sheriff under which he levied execution on the debtor's goods. The debtor was a cabdriver, and it was considered best that he should continue his business. The sheriff therefore remained in possession at the request of the judgment creditor and of the debtor until the 13th of January, 1893, when a receiving order was made against the debtor. The sheriff then handed over the goods to the official receiver, and brought in his bill of costs under section 11 of the Bankruptcy Act, 1890, which provides that "where any goods of a debtor are taken in execution, and before the sale thereof, or the completion of the execution by the receipt or recovery of the full amount of the levy, notice is served on the sheriff that a receiving order has been made against the debtor, the sheriff shall, on request, deliver the goods and any money seized or received in part satisfaction of the execution to the official receiver, but the costs of the execution shall be a first charge on the goods or money so delivered, and the official receiver or trustee may sell the goods, or an adequate part thereof, for the purpose of satisfying the charge." In his bill of costs the sheriff claimed possession money for thirty-five, sixteen, and eleven days respectively under the various writs, and this claim was allowed on taxation by the county court registrar. The Board of Trade, however, objected to this taxation, and obtained a review before the taxing master of the High Court under rule 124 of the Bankruptcy Rules, 1886, who reversed the registrar's decision, and allowed only eight days' possession money in each case. The sheriff now applied to the court for a further review.

VAUGHAN WILLIAMS, J., said that these costs were part of the costs of the execution, and as such ought to have been allowed to the sheriff. All that the court decided in a case before it the other day (*Ex parte Sheriff of Essex, Re Harrison, ante*, p. 426) was that no costs could be allowed after the receiving order was made and notice of it was given to the sheriff. In that case the law provided what was to be done. But with regard to costs which were incurred by possession previous to the receiving order, it seemed that the sheriff was entitled to those costs. The case was not like the case of *Re Finch, Ex parte the Sheriff of Essex* (8 Morrell's Bankruptcy Cases, 284), because there the sheriff was doing what he had no right to do. He had no right to remain in possession. But here the sheriff remained in possession at the request of the execution creditor and of the

execution debtor. It was really not denied that he was right in so doing. But it was said that the sheriff, when he was told to remain in possession, ought to have said that he would not do so unless provision was made for payment of his costs in the event of bankruptcy. The sheriff would have been wrong if he had done that. He had really no choice in the matter on receiving such instructions. This item of possession money was part of the costs of the execution within the meaning of section 11. The possession money which had been deducted by the taxing master must be allowed, with costs.—COUNSEL, *Herbert Reed, Q.C.*; *Muir Mackenzie*. SOLICITORS, *Helder, Roberts, & Co.*; *The Solicitor to the Board of Trade*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Solicitors' Cases.

REG. v. THE JUDGE OF THE BROMPTON COUNTY COURT AND VAGUE—19th May.

COUNTY COURT—UNQUALIFIED PERSON PRACTISING IN—JURISDICTION OF COUNTY COURT JUDGE TO COMMIT FOR CONTEMPT—SOLICITORS ACTS, 1843 (6 & 7 VICT. c. 73), ss. 2, 35, 36, AND 1860 (23 & 24 VICT. c. 127), s. 26—COUNTY COURTS ACTS, 1846 (9 & 10 VICT. c. 95), s. 113, AND 1888 (51 & 52 VICT. c. 43), ss. 5, 162.

This was the argument of a rule nisi calling upon the judge of the Brompton County Court to show cause why he should not proceed to hear and determine the matter of an application by the Incorporated Law Society for the commitment to prison of John Alfred Vague, under the 26th section of the Act 23 & 24 VICT. c. 127, for his contempt in court in having acted as a solicitor in an action in the said county court of *Barr v. Key* contrary to section 2 of 6 & 7 VICT. c. 73. The facts and arguments sufficiently appear from the judgment. The following cases were cited:—*Ex parte Pater* (12 W. R. 823, 5 B. & S. 299), *R. v. Lefroy* (8 Q. B. 134), *R. v. Jordan* (36 W. R. 589, 797), *Sparks v. Martyn* (1 Vent. 1), *R. v. Clement* (4 B. & A. 218, at p. 232), and *Re an Application for an Attachment for Contempt of Court* (2 Times L. R. 351). The case was argued on the 9th and 10th of February.

The considered judgment of THE COURT (Lord COLERIDGE, C.J., and CAVE, J.) was delivered by CAVE, J.:—The question in this case is whether a county court judge has power to deal summarily with the contempt of court created by the 26th section of the Solicitors Act, 1860. In order to answer this question the best plan is to take a chronological view of the legislation on the subject. The first enactment which deals with the question is the Solicitors Act of 1843, which enacts (section 35) that "from and after the passing of this Act, in case any person shall, in his own name, or in the name of any other person, sue out any writ or process, or commence, prosecute, or defend any action or suit or any proceedings in any court of law or equity, without being admitted and enrolled as aforesaid or being himself the plaintiff or defendant in such proceedings respectively, every such person shall and is hereby made incapable to maintain or prosecute any action or suit in any court of law or equity for any fee, reward, or disbursements on account of prosecuting, carrying on, or defending any such action, suit, or proceeding, or otherwise in relation thereto; and such offence shall be deemed a contempt of the court in which such action, suit, or proceeding shall have been prosecuted, carried on, or defended, and shall and may be punished accordingly." And (section 36) that "in case any person shall commence or defend any action, or sue out any writ, process, or summons, or carry on any proceedings in the court commonly called the county court holden in any county in that part of Great Britain called England and Wales, who is not, or shall not then be, legally admitted an attorney or solicitor according to this Act, or shall not himself be plaintiff or defendant in such proceeding respectively, such person shall and is hereby made incapable to maintain or prosecute any action or suit in any court of law or equity for any fee, reward, or disbursement on account of prosecuting, carrying on, or defending any such action, suit, or proceeding, or otherwise in relation thereto; and such offence shall be deemed a contempt of the court in which such action, suit, or proceeding shall have been prosecuted, carried on, or defended, and shall and may be punished accordingly." No new jurisdiction in one sense is hereby given to the county court; but a new subject-matter is brought within the range of an old jurisdiction. The elliptical expression, "shall and may be punished accordingly," means, when extended, "shall and may be punished as if it were a contempt of court." Now, the county court there referred to is the ancient county court. The contempt of court, therefore, created by the 6 & 7 VICT. c. 73, s. 36, was punishable by indictment. Possibly, though it is not necessary to decide this point—and we should not like to give an opinion without further consideration—it was also punishable summarily by the judge of the court. The ancient county court is, however, extinct; and the present question arises, not with respect to that court, but to the new county courts constituted by the Act of 1846. In *Reg. v. Lefroy* it was decided that the county court, although an inferior court of record (9 & 10 VICT. c. 95, s. 3), had no power to commit for contempt, except in the cases specially provided for by section 113 of the 9 & 10 VICT. c. 95, now re-enacted by the Act of 1888. Sections 35 and 36 of the Solicitors Act of 1843 have been repeated by the Solicitors Act of 1860, which, by section 26, enacts that "every person who acts as an attorney or solicitor contrary to the enactment in section 2 of the first hereinbefore-mentioned Act, or who in his own name, or in the name of any other person, in any wise acts as a proctor in or with respect to any proceeding in the Court of Probate or the court for divorce and matrimonial causes, without being duly qualified so to act, shall be deemed guilty of a contempt of the court in which the

action, suit, cause, matter, or proceeding in relation to which he so acts is brought, had, or taken, and may be punished accordingly, and shall be incapable of maintaining any action or suit for any fee or reward for or in respect of anything done or any disbursement made by him in the course of so acting, and shall, in addition to any other penalty or forfeiture and to any disability to which he may be subject, forfeit and pay for every such offence the sum of £50, to be recovered, with full costs of suit, by action brought with the sanction of her Majesty's Attorney-General in the name of the Incorporated Law Society in any of the superior courts of law at Westminster or in any county court; and such penalty shall be applied in like manner as fines imposed for practising without a stamped certificate are now by law applicable." This enactment, however, only leaves the matter where it stood before. It simply provides that any person who does certain things shall be deemed guilty of a contempt of the court, &c., "and may be punished accordingly"—i.e., as if he were guilty of such contempt. In our judgment, such contempt, although punishable by indictment, is not now, and never has been, punishable summarily in the county court, and the reasoning in *Reg. v. Lefroy* applies to and governs this case. The case, in fact, stands thus:—In 1846 the Legislature constituted new courts in the place of the ancient county court, and declared such courts to be courts of record. Under these circumstances it became necessary to decide as a matter of policy whether these courts should or should not have the power ordinarily incident to inferior courts of record of punishing by fine and imprisonment, at the discretion of the judge, contempt committed in the face of the court. The Legislature decided, as was held in *Reg. v. Lefroy*, that it would not intrust such a general and unlimited power to the county court judges, but gave them, instead, a special jurisdiction to punish by a limited fine or by imprisonment of limited duration certain specified offences, all of which were of the nature of contempts of court. Then came the Solicitors Act of 1860, which provided that certain acts therein specified should be deemed to be contempts of court, and should be punished as if they were such. Contempt of a county court, unless it was one of the acts specified by the Legislature, to which a limited fine or imprisonment for a limited period was appropriated, was punishable by indictment, but not summarily. The enactment of 1860 has a perfectly legitimate interpretation, if it is taken to mean that such acts committed in a county court shall be punishable by indictment. How, then, can it be necessary or even permissible to construe it as giving to a county court judge, in the case of the acts forbidden by section 26, a general indefinite power to fine and imprison, which the Legislature had in 1846 expressly determined it was not advisable that a county court judge should possess? The argument against assuming such a power to be given is strengthened by the fact that the Legislature has in the 26th section of the Act of 1860 imposed on the offender a limited penalty of £50. It was argued by Sir R. Webster that it was convenient that the county court judge should have power to deal summarily with these cases, and that it would be often sufficient to order the offender to pay the costs of the proceedings. But the power of the county court judge, if it exists at all, cannot stop there. The argument from convenience is one for the Legislature and not for the judges; and in favour of the liberty of the subject we ought not to hold that an indefinite power to fine or imprison without appeal has been given to the county court judges unless it is quite clear that the Legislature has so intended. We are of opinion that the Legislature has not so intended, and that the learned county court judge was perfectly right in refusing to exercise a jurisdiction which had never been conferred upon him. The order must be discharged with costs.—COUNSEL, *Sir Charles Russell, A.G.*, and *H. Sutton*; *Sir Richard Webster, Q.C.*, *Crump, Q.C.*, and *Hollins*. SOLICITORS, *Hare & Co.*, for the Solicitor to the Treasury; *E. W. Williamson*.

[Reported by T. B. C. DILL, Barrister-at-Law.]

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

April, 1893.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

HENRY JOHN ROBERTS HERFORD, B.A., who served his clerkship with Messrs. Dendy & Paterson, of Manchester; and Mr. Ernest Arthur Fuller, of London.

CHARLES SCRIVEN, who served his clerkship with Mr. Arthur Middleton, of the firm of Messrs. Middleton & Sons, Leeds.

JOHN ROWLAND HOPWOOD, who served his clerkship with Messrs. J. G. & Frederick Flowers Hopwood, of London.

GEORGE LOCKHART MCKELVIE, B.A., who served his clerkship with Mr. Henry Jackson Whiteside, of the firm of Messrs. McKelvie & Whiteside, of Whitehaven.

RICHARD EVAN MORELEY, who served his clerkship with Mr. Edward Thomas Rice Wood, of Rhayader, Radnorshire.

THOMAS ARTHUR PREST, B.A., who served his clerkship with Messrs. Saunders, Bradley, & Saunders, of Birmingham; and Messrs. Crowders & Vizard, of London.

THOMAS BULLIVANT, who served his clerkship with Messrs. Ashton & Woods, of Warrington; and Messrs. Rowcliffe, Rawle, & Co., of London.

ARCHIBALD HAIN, who served his clerkship with Mr. Frederick Maples, of the firm of Messrs. Maples, Teesdale, & Co., of London.
ARTHUR DYNE STEEL, B.A., who served his clerkship with Mr. Arthur Griffith Underwood, of London; and Mr. Edward Morgan Underwood, of Hereford.

SECOND CLASS.

[In Alphabetical Order.]

Frederick Allcock, who served his clerkship with Mr. William Clifton, of Nottingham.

Reginald Longmore Barnes, who served his clerkship with Mr. J. B. Barnes (deceased) and Mr. Charles Boom Barnes, both of Lambourne; and Messrs. Maudes & Tunncliffe, of London.

Edward Crawley, B.A., who served his clerkship with Mr. Thomas Crawley, of Tarporley, Cheshire; and Messrs. Hickin & Fox, of London.

Charles Granville Clutterbuck, who served his clerkship with Mr. Thomas Henry Washbourn, of Gloucester; and Messrs. Thomas White & Sons, of London.

Walter Palmer Cobbett, who served his clerkship with Mr. William Cobbett, of Manchester.

James Frodsham, who served his clerkship with Mr. Arthur Henry Neve, of Tonbridge.

William Edward James, B.A., who served his clerkship with Messrs. Morgan & Richardson, of Cardigan; and Messrs. Eyre & Co., of London.

Herbert John Nicklin, who served his clerkship with Mr. John Wright, of Halesowen and Cradley Heath; and Mr. Charles Robinson, of London.

John Powell James Powell, who served his clerkship with Messrs. R. & C. B. Jenkins, of Swansea; and Mr. Henry Clifton Lambert, of London.

Duncan John Tait, who served his clerkship with Mr. C. F. Hart (deceased), of the firm of Messrs. Collins & Hart, and Mr. E. B. Rodway, of the firm of Messrs. Collins, Mann, & Rodway, both of Trowbridge; and Messrs. Robins, Hay, Waters, & Lucas, of London.

Willie White, who served his clerkship with Mr. Gerald Auguste Shoppee, of London.

THIRD CLASS.

[In Alphabetical Order.]

Herbert Edward William Fox, who served his clerkship with Mr. William Greaves, of the firm of Messrs. Greaves & Taylor, of Bradford, Yorkshire.

John Edward Gale, who served his clerkship with Mr. John Parker, of the firm of Messrs. Parker & Wilkins, of High Wycombe, Bucks.

James Ogden Hardicker, who served his clerkship with Mr. William Andrew Jones, of Manchester.

Arthur Haslam, who served his clerkship with Mr. Francis Stanton, of Chesterfield.

Herbert Wykeham Lydall, who served his clerkship with Mr. John Hawthorne Lydall, of London.

William Henry Roe, who served his clerkship with Mr. George Cottrill Downing, of Cardiff.

Frederick Charles Smith, LL.B., B.A., who served his clerkship with Mr. W. C. Jones (deceased), and Mr. H. W. Nelson, of the firm of Messrs. Lowless & Co., of London.

Oliver Howard Swann, who served his clerkship with Mr. Arthur Walter Mills, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Herford—prize of the Honourable Society of Clement's-inn—value 10 guineas; the Daniel Reardon Prize—value about 25 guineas.

To Mr. Scriven—prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Hopwood—prize of the Honourable Society of New-inn—value 10 guineas.

To Messrs. McKelvie, Moseley, Prest, Bullivant, Hair, and Steel—prizes of the Incorporated Law Society—value 5 guineas.

To Mr. Tait—"The John Mackrell Prize"—value about £12 10s.

The council have given class certificates to the candidates in the second and third classes.

Fifty-three candidates gave notice for the examination.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 3rd and 4th of May, 1893:—

Almond, Percy James	Cove, Herbert John
Andrews, Reginald Henry Edward	Crow, Percy Falsshaw Castlereagh
Desborough	Thompson
Armitage, Clarendon James	Dade, William
Ashwell, Edward George William	Deacon, Reginald William John
Babbage, Gilbert	Durand
Bailey, Harold George Charles	Drake, Charles Frederick
Bartlett, Herbert Evelyn	Dyer, Watson
Beadon, Henry Cecil	Evans, William Robert
Bell, John Sackville	Evers, Guy Vincent
Blackburn, James	Fardell, George
Boyes, William Archibald	Forrester, Robert Dillon
Brewer, John Henry Latham	Gamble, John Findlater Corseaden
Burrington, Edward Bryant	Godfrey, George Arthur
Butcher, Douglas Harry	Gough, Hugh Bolton
Carr, David Whiston	Grellet, Ernest Hanscombe
Chapman, George William	Grinstead, Alfred James
Charles, Henry Pendrill Jones	Guscombe, Ferrand Thomas
Collins, Bernard Augustus	Haines, William John Frederick

Hallowes, Charles Arthur
Harris, William Lewis
Haworth, John Frederick William
Healey, Thomas
Heathcote, George Robert
Hewett, Ernest Charles
Holman, Cecil
Humm, Henry Josiah
Jackson, William Grant
Jolly, Henry Stewart
Jones, Llewellyn George
Kelly, Bernard William
Kenward, Frederick Charles
King, John Charles
Lawrence, Arthur Reginald
Leggett, Frank James Aldridge
Lewis, Arthur Glenton
Lovibond, William Oliver
Lucas, Edwin Albery
McMillin, William Alexander
Marsden, Charles Herbert James
Marston, Frederick Milward
Mee, Harold James
Mellodew, Harry
Miller, William John Watts
Montagu, John Harvie
Morgan, Ernest Edgar
Morgan, Stafford Henry
Morrison, Alexander
Mourilyan, Walter Edmund Irvine
Mullis, Fred
Munro, William Hector
Neumann, Sydney Christian Theodore

North, Harold George
Oakley, Frederick
Oxley, William
Parker, George Granville
Parry, Bernard
Parsons, Walter
Podger, George Henry
Pugh, Stanley Owen
Puntan, Archibald John
Redman, Harry Lupton
Reed, Nevin
Ridley, Gerald Arthur
Rigg, Reginald Shaw
Shaw, Alfred
Stanley, Hartley
Stringer, Henry Gray
Sugden, James William
Syer, Arthur
Tarr, Gilbert Cecil
Taylor, William James Winter
Thomson, Harold
Tobias, John
Trehearne, Edward Scarlett
Tunnard, Conolly Norman
Tweed, Cyril Neville
Vyryan, William Geoffrey
Wake, Walter Norman
Wells, Charles Henry
White, Benjamin Holmes
Williamson, Frank Herbert
Woolcombe, John
Wratislaw, Marc Eugene Townsend

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Wednesday, the 17th day of May, 1893.

I, FARRER, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the action of Edward Z. Holme, John Sutcliffe, William Tucker, and Walter Brodie, on behalf of themselves and all other holders of first mortgage debentures issued by the defendants (plaintiffs) and the Drachenfels Banker Gold Mining Syndicate, Limited (defendants) (1893—H—1,674) from Mr. Justice Stirling to Mr. Justice Vaughan Williams.

HERSCHELL, C.

LEGAL NEWS.

APPOINTMENTS.

MR. FRANCIS J. S. HOPWOOD, solicitor, of the Solicitors' Department of the Board of Trade, has been appointed Assistant-Secretary of the Railway Department of the Board of Trade, in succession to Sir Courtenay Boyle, K.C.B. Mr. Hopwood was articled to a member of the firm of Hopwood & Son, of South-square, Gray's-inn, and was admitted in 1882.

MR. ROBERT BORROWMAN, of Beckenham, Kent, and St. Olave's Rectory, 8, Hart-street, Mark-lane, E.C., has been appointed a Commissioner for Oaths.

MR. JOHN GEORGE SHEARMAN, solicitor, 38, Gresham-street, E.C., has been appointed a Commissioner for Oaths. Mr. Shearman was admitted in November, 1886.

MR. AUSTIN COOK SMITH, solicitor, Bungay, has been appointed a Commissioner for Oaths. Mr. Smith was admitted in March, 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

FRANCIS HARTLEY and THOMAS ARTHUR WHITEHEAD, solicitors, Burnley, Colne, Nelson, and Padiham (Hartley & Whitehead). Feb. 22. The said Francis Hartley will continue the said business in his own name and on his own account at 14, Nicholas-street, Burnley. The said Thomas Arthur Whitehead will also continue and carry on business at Burnley aforesaid, in his own name and on his own account.

GEORGE SAUNDERS JACOBS and THOMAS RICHARDS, solicitors, 3, Church-court, Ironmonger-lane, Cheapside, London. May 12. The said George Saunders Jacobs will continue to practise at 3, Church-court aforesaid with Ernest Bruce Millar. The said Thomas Richards will practise at 3, John-street, Bedford-row, W.C. [Gazette, May 19.]

FREDERIC DAY and REGINALD STAWELL CROSSE, solicitors, South Molton, Barnstaple, and Ilfracombe (Crosse, Day, & Crosse). April 25. [Gazette, May 23.]

INFORMATION WANTED.

MISS CHARLOTTE FRANCES HUNT, deceased.—Information Required concerning the title deeds of two freehold pieces of land at Broadstairs, Kent,

purchased by the late Miss Charlotte Frances Hunt in October, 1885, and September, 1886, upon which St. John Baptist House of Rest is built. Address Messrs. Hallows & Carter, No. 39, Bedford-row, London, W.C., Solicitors.

GENERAL.

Messrs. Ball, Norris, & Hadley sold by auction on Friday week the corner block of freehold property comprising Nos. 241, 243, and 245, Oxford-street, two doors from Oxford-circus, for £16,300, a price equal to thirty years' purchase of the present rentals, or £23 a square foot.

The Paris correspondent of the *Times* says that a well-known story of Lord Ellenborough was used by the Attorney-General with great effect on Wednesday last, when he came to closer grips with Mr. Carter's law of nature argument. A junior once referred in court to the book of nature. "What page and what edition?" exclaimed the famous judge. So Mr. Carter, with all his quotations from these unknown codes of nature and of morals, might be asked where were his references, what were the sections of the codes where all these true principles were laid down, what page, what chapter, what edition?

The *Michigan Law Journal* says:—"Can an affidavit be legally sworn to over a telephone? We do not know that any court has yet been called upon to answer this question. But it is only a question of time when the point may be raised. To our certain knowledge the practice prevails to some extent. It is, to say the least, questionable whether the subscribing notary can legally say that the deponent 'personally appeared' within the real meaning of the jurat. It is extremely doubtful whether an affidavit or verification so made would be held sufficient if put to a legal test." On this the *Albany Law Journal* remarks:—"The rule is that the officer and the deponent must be face to face. This is substantially held in *Case v. People* (76 N. Y. 242). Case was president of a life insurance company, and was accustomed to sign reports required by law to be verified, and send them by a messenger to a neighbouring notary, who, without seeing him or swearing him, affixed his signature to the certificate. This was held not to be a valid affidavit of which perjury could be predicated. There are many things done in this 'hustling' age which will not 'hold water,' and this thing is one of them."

A correspondent of the *Times* says: Clause 48 of the Stamp Act, 1870, states that "the term 'bill of exchange,' for the purposes of this Act, includes also draft, order, cheque, and letter of credit," &c.; and in the schedule attached to the same Act, a "receipt written upon a bill of exchange or promissory note duly stamped" is specifically exempted from the 1d. duty exacted for "a receipt given for or upon the payment of money amounting to £2 or upwards." This seems clear enough, and many railway companies and large business houses avail themselves of this means of simplifying the obtaining of a valid receipt for payments made by cheque. On the other hand the Chancellor of the Exchequer, in connection with his Budget statement in the House of Commons, on Monday, the 24th of April, is reported in your columns as follows:—"It appeared there was a practice growing up in reference to payment by cheque to have the receipt upon the cheque, and then the man does not pay the penny receipt duty, because he managed to get it covered by the penny duty on the cheque. That was a clear evasion of the law, and he proposed to make the duty payable on the receipt, whether paid by cheque or not." If, as it seems to me, the practice is covered by the provisions of the Stamp Act, as named above, it seems hardly fair to characterize it as a "clear evasion of the law." Webster's Dictionary defines "evasion" as "an artful means of eluding."

On the 19th inst. in the House of Commons Mr. Greene asked the Home Secretary whether her Majesty's Government would publicly notify that printed drafts of the fresh Orders in Council or Rules of Court now under consideration for regulating the practice and procedure of the High Court of Justice may be obtained by purchase or otherwise, and specify a reasonable time within which representations and suggestions relating thereto may be made by the Bar Committee, the Incorporated Law Society, Chambers of Commerce, and other societies and bodies appearing to be interested, and arrange that such representations and suggestions shall be taken into consideration by the authority preparing such Orders and Rules before the same are finally settled and published or laid before Parliament. Mr. Asquith said the Government have no power to issue the suggested notification. The recent report of the Council of Judges was laid on the table of this House many months ago, and widely published. It was also specially communicated to such of the bodies referred to in the question as were likely to make observations on its contents. The hon. member is no doubt aware that very full discussion by those bodies has taken place, and their views have been communicated to the statutory authorities. I am in a position to state that all such communications have been carefully considered; and, as the House is aware, any rules that may be made have to be laid on the table forty days. Mr. Greene pointed out that his question was directed to the Rules of Court now under consideration, and not to those which had already been laid on the table. Mr. Asquith said that so far as he was aware those rules were only rules founded on the report of the judges.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS of all ages successfully treated. Boys while being cured thoroughly Educated and Prepared for Examinations by a University Tutor.—Apply Mr. B. BEARLEY (who cured himself), Brampton-park, Huntingdon, or "Sherwood," Willenden-lane, Broadstairs, London. "Stammering: Its Treatment," post-free, 13 stamps.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice MORRIS.
Monday, May	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday	Farmer	Ward	Beal
Wednesday	Rolt	Pemberton	Pugh
Thursday, June	Farmer	Ward	Beal
Friday	Rolt	Pemberton	Pugh
Saturday	Farmer	Ward	Beal
Date.	Mr. Justice STIRLING.	Mr. Justice KEENE.	Mr. Justice MORRIS.
Monday, May	Mr. Godfrey	Mr. Clowes	Mr. Lavis
Tuesday	Leach	Jackson	Carrington
Wednesday	Godfrey	Clowes	Lavis
Thursday, June	Leach	Jackson	Carrington
Friday	Godfrey	Clowes	Lavis
Saturday	Leach	Jackson	Carrington

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR TRINITY SITTINGS, 1893.

A to F—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Walton; Tuesdays, Thursdays, and Saturdays, Master Butler.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

TRINITY SITTINGS, 1893.

A to F—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own room, No. 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays until the 30th of June, after which day they are to be made returnable before the masters in this division.

G to N—All applications by summons or otherwise in actions assigned to Master Macdonell are to be made returnable before the masters in this division until further notice.

O to Z—All applications by summons or otherwise in actions assigned to Master Wilberforce are to be made returnable before him in his own room, No. 179, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers. BY ORDER OF THE MASTERS.

WINDING UP NOTICES.

London Gazette.—FRIDAY, MAY 19.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARBITRAGE & FINANCE, LIMITED.—By an order, dated April 14, Charles Akers, 22, Abchurch-lane, has been appointed liquidator.

ASTRA MINING CO., LIMITED.—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Andrews Archer Gillies, 46, Brown st., Manchester. Payne & Co., Manchester, solers for liquidator.

BRITISH DAIRY FARMERS' MUTUAL FIRE INSURANCE CO., LIMITED.—Creditors are required, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to Charles Joseph Farrington, 37, Brazennose st., Manchester.

"EGRET" STEAMSHIP CO., LIMITED.—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of their debts or claims, to Reginald G. B. Stokes, Pembroke Chambers, High st., Newport, Mon. Lloyd & Pratt, Newport, Mon, solers for liquidator.

EUROPEAN NEWSPAPER AND PUBLISHING TRUST, LIMITED.—Petn for winding up, presented May 15, directed to be heard on Wednesday, June 7. Boxall & Boxall, 22, Chancery-lane, solers for petn. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of June 6.

FOWLER PATENTS, LIMITED.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to James William Claridge, 79, Gracechurch st. Farnes & Co, 84, Helen's pl.

HAMPSHIRE LAND CO., LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph John Saffery, 14, Old Jewry Chambers. Munns & Longden, Old Jewry, solers for liquidator.

LISTERHILL CONSERVATIVE CLUB CO., LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph Samuel Colefax, Bradford. Tunnicliffe, Bradford, solers for liquidator.

MUNICH BEER SYNDICATE, LIMITED.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph John Saffery, 14, Old Jewry Chambers.

NATVIE & CO., LIMITED.—Petn for winding up, presented May 18, directed to be heard at St. George's Hall, Liverpool, on June 6, at half past 10. Cobbett & Co, 61, Brown st., Manchester, solers for petn. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of June 5.

NEWPORT ALBERT HALL CO., LIMITED.—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Charles E. Parsons and F. P. Robijnt, liquidators.

NORWICH AND NORFOLK INVESTMENT CORPORATION, LIMITED.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Miller & Co, Bank Chambers, Norwich.

QUEENSLAND NATIONAL BANK, LIMITED.—Petn for winding up, presented May 16, directed to be heard on June 7. Longbourns & Co, Old Broad st., solers for petn.

FRIENDLY SOCIETIES DISSOLVED.

BEDWELLTY COLLIERY COLLIERIES' AND WORKMEN'S SICK AND FUNERAL FUND SOCIETY, Golden Lion, Tredegar, Monmouth. May 15.

CARNEGION BETHESDA FRIENDLY SOCIETY, Cefnfaes British School, Bethesda, Bangor, Carnarvon. May 15.

MIDDLEBRO' HEBREW PHILANTHROPIC SOCIETY, Middlesbrough, York. May 15.

PORTLAND TOWN INDUSTRIAL PROFIT SHARING SOCIETY, LIMITED, 20, Elm hill rd, N.W.
May 11
ST ANTHONY'S LODGE OF MUTUAL INDEPENDENTS SOCIETY, Ellison's Arms Inn, St
Anthony's, nr Newcastle on Tyne. May 11.

London Gazette.—TUESDAY, May 23.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BOY MESSENGERS AND ELECTRIC CALL CO, LIMITED—Creditors are required, on or before
July 5, to send their names and addresses, and the particulars of their debts or claims,
to Montague Pawsen, 58, Coleman st. Longbourne & Co, Palmerston bldgs, solors for
liquidator

CITY OF MELBOURNE BANK, LIMITED—Petn for winding up, presented May 16, directed to
be heard on June 7. Powell & Burt, 28 & 29, St Swithin's lane, solors for petner.
Notice of appearing must reach the above named not later than 6 o'clock in the afternoon
of June 6

CRYSTAL REEF GOLD MINING CO, LIMITED—Creditors are required, on or before July 17,
to send their names and addresses, and the particulars of their debts or claims, to F W
Lord, 60, Watling st

QUEENSLAND NATIONAL BANK, LIMITED—Petn for winding up, presented May 15, directed
to be heard on June 7. Powell & Burt, 28 & 29, St Swithin's lane, solors for petner.
Notice of appearing must reach the above named not later than 6 o'clock in the afternoon
of June 6

QUEENSLAND NATIONAL BANK, LIMITED—Petn for winding up, presented May 16, directed
to be heard on June 7. Longbourne & Co, 29, Palmerston bldgs, Old Broad st, solors
for petner. Notice of appearing must reach the above named not later than 6 o'clock in
the afternoon of June 6

FRIENDLY SOCIETY DISSOLVED.

SUCKLEY CO-OPERATIVE AND INDUSTRIAL SOCIETY, LIMITED, Suckley, Worcester. May 15

CRÉDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 16.

ARIS, MARGARET THIRZA, Sevenoaks, Kent June 30 Robinson & Standard, Eastcheap
BALDWIN, MARIA JANE, Denver, Colorado, U.S.A. June 28 Ryland & Co, Birmingham
BENTLEY, PETER, Bilsdale Midcable, Yorks, Farmer May 31 H. W. & R. Pearson,
Helmsey
BLACKSHAW, JOHN, Aston, by Butworth, co. Chester June 22 A. & J. E. Fletcher,
Northwich
BOYCE, GEORGE, Balaall Heath, Kings Norton, Worcs, Gent July 10 Ryland & Co, Bir-
mingham
BREMIDGE, MARY, Exeter June 13 Bremridge & Luke, Exeter
BRIDGE, ARTHUR WOOLFREY, Yately, Hants, Esq June 16 Paterson & Co, Lincoln's inn
fields
BUCKLEY, REV HENRY WILLIAM, Hartshorne, co Derby, Rector June 16 Paterson & Co,
Lincoln's inn fields
CLAUGHAN, THOMAS, New Swindon, Wilts June 1 Withy, New Swindon
COBB, MARY, Folkestone June 30 Bradley, Folkestone
COTTON, GEORGE WILLIAM VERNON, Cannington, nr Bridgwater, retired Lieutenant-
Colonel June 22 Valpy & Co, Lincoln's inn fields
COURT, MATILDA, Neston, co Chester June 30 Wright & Co, Liverpool
DALE, LAWRENCE, Stinghamire, Bilsdale, Yorks, retired Farmer May 31 H W & R
Pearson, Helmsey

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 19.

RECEIVING ORDERS.

ABRAHAM, ISAAC, Basinghall st High Court Pet April 28
Ord May 15
AYLMER, J E F, Bishopsgate st High Court Pet Mar 4
Ord May 16
BAUER, ELIZA, Chatsworth rd, Forest lane, Stratford,
Baker High Court Pet May 16 Ord May 16
BLACKWELL, CHARLES FREDERICK, Leeds, Milliner Leeds
Pet May 17 Ord May 17
BROWN, WILLIAM, Liverpool, Furniture Polisher Liverpool
Pet May 15 Ord May 15
BURTON, ROBERT BARNET, Leeds, Coachbuilder Leeds
Pet May 15 Ord May 15
BUTTERIS, CHARLES, Knighton, Leics, Builder Leicester
Pet May 15 Ord May 15
BYRNE, JAMES, Runcord, Cheshire, Grocer Warrington
Pet May 16 Ord May 16
CARTER, GEORGE, Guildford, Surrey, Boot Maker Guildford
Pet May 17 Ord May 17
CANTLIDGE, JOHN, Longton, Staffs, Builder Longton Pet
May 15 Ord May 15
CHAMBERS, AUGUSTUS, Brighton, Provision Dealer
Brighton Pet May 17 Ord May 17
CROSBY, ERNEST, Leadenhall st, Solicitor High Court
Pet May 23 Ord May 16
CROSBY, THOMAS, Mereclough, Cliviger, nr Burnley,
Licensed Victualler Burnley Pet May 16 Ord
May 16
CUTTS, WALTER, Sheffield, Confectioner Sheffield Pet
May 15 Ord May 15
DENISON, A M, Upper Thames st High Court Pet April
24 Ord May 16
GEORGE, JOHN THOMAS, and THOMAS THORNE, Chesham
Bois, Bucks, Woodenware Manufacturers Aylesbury
Pet May 15 Ord May 15
GREENHOAM, MONTAGUE, Fenchurch st, Tailor High Court
Pet May 16 Ord May 16
HALDEMAN, JOHN, Camden Hill rd, Upper Norwood High
Court Pet April 19 Ord May 16
HALL, JAMES, Southsea, Bootseller Portsmouth Pet May
15 Ord May 15
JONES, JOHN CHARLES, late of Welsh Bridge, Shrewsbury,
Auctioneer Shrewsbury Pet April 28 Ord May 12
LEWIS, HENRY, Southampton, Builder Southampton Pet
May 16 Ord May 16
LEWIS, WILLIAM JONATHAN, Willand, nr Collympton,
Devon, Baker Exeter Pet May 16 Ord May 16
LIDDINGTON, VALENTINE, Silverstone, nr Towcester, North-
amptonshire, Timber Merchant Northampton Pet
April 27 Ord May 13

LUMB, ALBERT, Bolton, Licensed Victualler Bolton Pet
May 13 Ord May 13
MC SHEEN, RICHARD, Gt Grimsby, Shipping Clerk Gt
Grimsby Pet May 16 Ord May 16
MOORHOUSE, ALFRED, Gainsborough, Draper Lincoln Pet
May 16 Ord May 16
MURRAY, ANNIE ANSTEE, Shoeburyness, Essex, Poultry
Dealer Chelmsford Pet May 13 Ord May 13
PALMER, CHARLES, Stoke upon Trent, Picture Frame
Maker Stoke upon Trent Pet May 16 Ord May 16
PARSON, EDWARD BECKERLEG, Penzance, Potato Dealer
Truro Pet May 15 Ord May 15
PILE, JOHN WILLIAM, Frome, Somerset, Butcher Frome
Pet May 15 Ord May 15
RICHARDS, RICHARD, Argood, Mon, late Colliery Proprietor
Tredegar Pet May 16 Ord May 16
ROBERTS, CHARLES FREDERICK, Kingston upon Hull, Draper
Kingston upon Hull Pet April 28 Ord May 15
RYLANDS, DAVE, Rylands Main Colliery, nr Barnsley,
Colliery Proprietor Barnsley Pet May 16 Ord
May 16
SNOOK, HERBERT WILBERFORCE, Bedminster, Bristol, Grocer
Bristol Pet May 17 Ord May 17
SUDLOW, EDWARD, Blackheath, Kent, Agent Greenwich
Pet May 13 Ord May 13
SWALES, WILLIAM, Kingston upon Hull, late Furniture
Dealer Kingston upon Hull Pet May 13 Ord May 13
TAYLOR, JAMES, Freckleton, nr Preston, Platelayer Preston
Pet May 15 Ord May 15
TIDY, JAMES JONATHAN, Hornham, Sussex, Colt Breaker
Brighton Pet May 17 Ord May 17
TWTY, JAMES, Weston super Mare, Butcher Bridgwater
Pet April 18 Ord May 13
WALKER, WALTER, and GEORGE WALKER, Huddersfield,
Saddlers Huddersfield Pet May 16 Ord May 16
WESTLAKE, JAMES, St Dunstan's rd, Bow Common lane,
Metal Refiner High Court Pet May 16 Ord May 16
WILLIAMS, SARAH ELIZABETH, Cecil Park, Crouch End,
Spinster High Court Pet May 15 Ord May 15
WILSON, HENRY DIXON, Gateshead, Commission Agent
Newcastle on Tyne Pet May 16 Ord May 16
WYNN, THOMAS, Birkenhead, Licensed Victualler Birken-
head Pet April 27 Ord May 15

FIRST MEETINGS.

AITCHESON, ROBERT JOHN, Heaton Junction, Newcastle on
Tyne, Coal Merchant May 29 at 2.30 Off Rec, Pink
lane, Newcastle on Tyne
ALLEN, WILLIAM, Holmes Chapel, Cheshire, Horticultural
Builder May 26 at 11 Off Rec, 23, King Edward st,
Macclesfield
BREHAN, ISAAC, Borough High st, Hop Factor May 29 at
12 Bankruptcy bldg, Carey st

DANIEL, WOODRUFFE, Wareham, Dorset, Surgeon July 15 Filler & Son, Wareham
ELIGELSTONE, LOUIS, Cardiff, Pawnbroker June 16 Cousins, Cardiff
GAWKRODGER, ANN, Leeds June 30 Simpsons & Denham, Leeds
GREENWOLD-WILLIAMS, JOHN FRANCIS, Worcester, Esq June 14. Parker & Lord,
Worcester
GRIFFIN, JAMES NESBITT, East Molesey, Surrey, Gent. June 13. Cordwell, Old Ser-
jeant's-inn, Chancery-lane
HAMILTON, MARIA THERESA, Florence, Italy June 24 Bell & Co, Lincoln's-inn-fields.
HARDING, ELIZABETH ANN, Ramsgate June 17 Sankey, Margate
HAYDEN, HENRY, Birmingham, Factor May 23 Pepper & Tangye, Birmingham
HAYDEN, MARY, Spencer st, Birmingham May 23 Pepper & Tangye, Birmingham
HAYDEN, MARY ANN, Birmingham May 23 Pepper & Tangye, Birmingham
HOARE, MORITZ HELEN DILLON, Brownlow Bitterne, co Southampton July 6 Green &
Co, Southampton
HOOD, ANN CRESSWELL, Tunbridge Wells July 1 Laundry & Co, Strand
ISAAC, SARAH, Summer Hill terrace, Birmingham May 23 Pepper & Tangye, Bir-
mingham
JANSON, ELIZA, Walthamstow, Essex June 24 Hughes & Co, New Broad st
KAY, WILLIAM FREDERICK, Queen Ann's mansions, Westminster June 1 Argles & Co
Gracechurch st
LANGFORD, PHINEAS PITTS, East Finchley, Surgeon June 30 Pitts, Strand
LODGE, ROBERT JOHN, the Grove, Highgate, Esq June 24 Lodge, New court, Carey st
MACDONALD, FRANCES EMMA MARYON, Camden rd May 31 Holt, Argyll place
MAXIN, RACHEL, Birkdale, Lancs June 12 Ritson, Bolton
MERIDEN, SAMUEL, Wolverhampton, Gent June 30 Riley & Co, Wolverhampton
MEW, CHARLES JAMES, Southsea, Gent June 12 Lush, Southsea
MORE, ANN, Blurton rd, Clapton June 13 Colyer & Colyer, Wyth st
MORGAN, JENKIN, Cardiff, Gardener June 13 Morgan, Cardiff
NASH, ELIZABETH ANNE, Bath June 7 Chanter & Co, Wotton under Edge
OLIVER, ELIZABETH MARY, City of Newcastle Asylum June 24 Fenwicke, Newcastle
upon Tyne
PEARSON, GEORGE, Kingston upon Hull, Flower Dealer June 17 A M Jackson & Co,
Hull
PYBUS, WILLIAM, Kingston upon Hull, Merchant June 17 A M Jackson & Co, Hull
SHILCOCK, JOSEPH, Hallaton, Leics, Grazier June 24 Oldham & Marsh, Melton Mowbray
SHORT, ELIZABETH, Wooler, Northumbria June 30 MacLagan, Wooler
SMITH, MARY, Kempstone, Beds June 12 Powell & Goodale, Essex st, Strand
SMITH, ROWLAND, Cobham, Surrey, Doctor of Medicine June 13 Dutton, Churton st,
Pimlico
STAINTON, HENRY TIBBATS, Mountfield, Lewisham, Esq June 27 Burder, Great
George st
STOKES, ABEL, Moseley, King's Norton, Worcs, Gent June 10 Assinder, Birmingham
TAYLOR, ANNE, Bradford June 12 Greaves & Taylor, Bradford
TWINING, MARGARET, Stamford, Lincs June 24 Wing & Du Cane, Gray's inn sq
WALKER, MARIA MARGARET FELLOWES, Southampton July 6 Green & Co, Southampton
WEBB, ELLEN, Brighton June 30 Stuckey & Co, Brighton
WEBB, RICHARD MALLAM, Brighton, Esq June 30 Stuckey & Co, Brighton

BREWERTON, BENJAMIN, Middlesborough, Hotel Keeper
May 31 at 3 Off Rec, 8, Albert rd, Middlesborough
BURGESS, WILLIAM, Whimble, Devon, Farmer May 31 at
11 Off Rec, 13, Bedford circus, Exeter
BURNS, JOHN, Great Grimsby, late Smackowner May 27 at
11.30 Off Rec, 15, Osborne st, Great Grimsby
BUTTERIS, CHARLES, Knighton, Leicester, Builder May
29 at 12.30 Off Rec, 34, Friar lane, Leicester
CLARKSON, JAMES, and THOMAS CLARKSON, Apperley Bridge,
Yorks, Coal Merchants June 1 at 11 Off Rec, 31,
Mandor row, Bradford
COX, ALFRED HENRY, Weymouth, Tobacconist May 26 at
12.30 Off Rec, Salisbury
CHAYES, JOHN JOSEPH, Barrow in Furness, Pianoforte-
Tuner May 30 at 11 Off Rec, 16, Cornwallis st, Barrow
in Furness
CUTTS, WALTER, Heeley, Sheffield, Confectioner May 29
at 3.30 Off Rec, Figtree lane, Sheffield
DAVIS, JOHN HENRY, Leeds, late Builder May 29 at 11
Off Rec, 22, Park row, Leeds
DOUGLAS, MARTIN, Gateshead, retired Innkeeper May 29
at 12 Off Rec, Pink lane, Newcastle on Tyne
EARP, RUSSELL, East Molesey, Surrey, late Stockbroker
May 26 at 11.30 24, Railway approach, London bridge
EAST, WILLIAM WESTERY, Redmarshall, co Durham, Inn-
keeper May 31 at 3 Off Rec, 8, Albert rd, Middles-
borough
ERINGTON, THOMAS WILLIAM, Thornaby on Tees, Yorks,
Grocer May 29 at 3 Off Rec, 8, Albert rd, Middles-
borough
GIBSON, ALEXANDER, Great Dover st, Southwark, Piano-
forte Manufacturer May 30 at 1 Bankruptcy bldg,
Carey st
GILES, THOMAS JAMES, Hampstead rd, Fishmonger May
30 at 11 Bankruptcy buildings, Carey st
GREAVES, ARTHUR EDWARD, Middleton, Lancs, Photo-
grapher May 29 at 3 Off Rec, Bank chambers, Queen
st, Oldham
HALL, JAMES, Southsea, Bootseller May 30 at 3.30 Off Rec,
Cambridge Junction, High st, Portsmouth
HORSER, T W, Chancery lane, Auctioneer May 30 at 2.30
Bankruptcy bldg, Carey st
JAMES, WILLIAM REES, Torbant, Llanrann, Pembro, Farmer
May 27 at 2.30 Off Rec, 11, Quay st, Carmarthen
JOHNSON, ALFRED, Ingleby, Armcliffe, nr Northallerton,
Yorks, Mail Cart Driver May 31 at 3 Off Rec, 8,
Albert rd, Middlesborough
JONES, JOHN CHARLES, late of Welsh Bridge, Shrewsbury,
Auctioneer May 29 at 2 Off Rec, Talbot chambers,
Shrewsbury
JORDAN, HENRY JOHN, Folkestone, Fishmonger May 26 at
2.30 Off Rec, 73, Castle st, Canterbury

KING, CHARLES HERBERT, Tonbridge, Kent, Coach Builder May 29 at 11.30 24, Railway app, London bridge
 KITCHEN, JAMES, Nottingham, late Perambulator Manufacturer May 26 at 11 Off Rec, St Peter's Church walk, Nottingham
 LAKE, LEONARD, Gillingham, Kent, Coachman June 9 at 10 Off Rec, 73, Castle st, Canterbury
 LAZARUS, MOSES, Manchester, Fent Dealer May 31 at 3 Ogden's chambers, Bridge st, Manchester
 LEE, WILLIAM, Sandbach, Cheshire, Grocer May 26 at 12 Off Rec, 23, King Edward st, Macclesfield
 LEWIS, JEREMY, Treorchy, Glam, Licensed Victualler May 26 at 12 Off Rec, Merthyr Tydfil
 LEWIS, WILLIAM JONATHAN, Willand, nr Cullompton, Devon, Baker May 30 at 11 Off Rec, 13, Bedford circus, Exeter
 LUMB, ALBERT, Bolton, Licensed Victualler June 1 at 11 16, Wood st, Bolton
 MAIN, WALTER S, Aberley hill, Norwood, Surrey, Estate Agent May 26 at 12.30 24, Railway app, London Bridge
 McCULLOCH, DONALD, Sheffield, Restaurant Keeper May 29 at 3 Off Rec, Figtree lane, Sheffield
 NASH, ULIAM HENRY, Canton, Cardiff, late House Furnisher June 1 at 3 Off Rec, 29, Queen st, Cardiff
 NEAL, EDWARD SHRENS, Great Grimsby, Wheelwright May 27 at 11 Off Rec, 15, Osborne st, Great Grimsby
 PALMER, ELIZA, Stockton on Tees, Boot Dealer May 31 at 3 Off Rec, 8, Albert rd, Middlesbrough
 PAVIER, JOHN, Margate, Confectioner June 2 at 11 Off Rec, 73, Castle st, Canterbury
 PEARCE, FREDERICK JEWELL, Red Lion sq, Holborn, Builder May 30 at 1 Bankruptcy bldg, Carey st
 POTTER, W, Cold Harbour lane, Brixton, Egg Merchant May 29 at 11 Bankruptcy bldg, Carey st
 POTTER, WILLIAM, Toronto, Wheelwright May 29 at 2.30 Bankruptcy bldg, Carey st
 SMITH, ELIZABETH, Exmouth, Coal Merchant May 31 at 11 Off Rec, 13, Bedford circus, Exeter
 SMITH, ROSA, Canton, Cardiff, General Shop Keeper May 29 at 2.30 Off Rec, 29, Queen st, Cardiff
 STANFORTH, WILLIAM, Beighton, Derbyshire, retired Sycamore Manufacturer May 29 at 2.30 Off Rec, Figtree lane, Sheffield
 STANTON, FREDERICK WILLIAM, Aston, Warwickshire, Journeyman Carriage Builder May 29 at 11 23, Colmore row, Birmingham
 STEEL, JOHN, Barrow in Furness, Joiner May 30 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness
 THOMPSON, THOMAS JOHN, North Shields, Bar Manager May 29 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 TOWLE, JOHN, Caythorpe, Louth, Notts, Licensed Victualler May 26 at 12 Off Rec, St Peter's Church walk, Nottingham
 WALKER, JOHN, and JAMES DENT, Leeds, Leather Merchants May 29 at 11.30 Off Rec, 23, Park row, Leeds
 WALKER, WALTER, and GEORGE WALKER, Huddersfield, Saddlers May 30 at 3 Off Rec, 6, Queen st, Huddersfield
 WIDGERY, JOHN TUCKER, Westbourne grove, Draper May 29 at 12 Bankruptcy bldg, Carey st
 ZEILLER, JOSEPH, Duke st, Aldgate, Importer of Tobaccoist's Fancy Goods May 29 at 11 Bankruptcy bldg, Carey st

ADJUDICATIONS.

ARCHER, FRED, Chertsey, Surrey, Saddler Kingston Pet May 12 Ord May 16
 BLACKWELL, CHARLES FREDERICK, Leeds, Milliner Leeds Pet May 17 Ord May 17
 BOSTON, THOMAS, Milk st, Cheapside, Manufacturer's Agent High Court Pet May 18 Ord May 13
 BRADY, FREDERICK ROBERT, Hoveham, Sussex, retired Civil Servant Brighton Pet April 13 Ord May 15
 BROWN, WILLIAM, Liverpool, Furniture Polisher Liverpool Pet May 15 Ord May 15
 BURGESS, WILLIAM, Whimple, Devon, Farmer Exeter Pet April 27 Ord May 15
 BUTTERFIELD, CHARLES KNIGHTON, Leeds, Builder Leicester Pet May 15 Ord May 15
 BURTON, ROBERT BARNET, Leeds, Coach Builder Leeds Pet May 15 Ord May 15
 BYRNE, JAMES, Runcorn, Cheshire, Grocer Warrington Pet May 16 Ord May 16
 CARTER, GEORGE, Guildford, Surrey, Boot Maker Guildford Pet May 17 Ord May 17
 COLLYER, CHARLES EDWARDS, HORACE VYSE THIRKELL, and EDWARD ALEXANDER BELL, Finchurch st, Produce Brokers High Court Pet Feb 19 Ord April 13 Ord May 15
 CUTTS, WALTER, Sheffield, Confectioner Sheffield Pet May 15 Ord May 15
 EMMERTON, WOLSELEY PARTRIDGE, Banwell, Somerset, Esq, Doctor of Civil Law Wells Pet April 13 Ord May 15
 HALL, JAMES, Southsea, Bootseller Portsmouth Pet May 15 Ord May 15
 HANFET, STANLEY WILLIAM, Leicester, Cabinet Maker Leicester Pet May 9 Ord May 13
 HARTLEY, WILLIAM, late of Newcastle on Tyne Newcastle on Tyne Pet April 28 Ord May 16
 JAMES, WILLIAM REE, Torbant, Llanrian, Penma, Farmer Penbroke Dock Pet May 9 Ord May 15
 JONES, JOHN CHARLES, late Welsh Bridge, Shrewsbury, Auctioneer Shrewsbury Pet April 25 Ord May 13
 KELLAND, ALFRED, Silverst, Umbrella Manufacturer High Court Pet April 19 Ord May 15
 LEVENSTON, MICHAEL, late Trafalgar square Theatre, St Martin's lane, Theatrical Manager High Court Pet Mar 24 Ord May 12
 LEWIS, HENRY, Southampton, Builder Southampton Pet May 15 Ord May 15
 LEWIS, JOHN, Cardiff, Hay Dealer Cardiff Pet Feb 3 Ord May 15
 LEWIS, WILLIAM JONATHAN, Willand, nr Cullompton, Devon, Baker Exeter Pet May 15 Ord May 16
 LOVELL, ERNEST HAROLD, Holworthy, Devon, Draper Barnstaple Pet April 27 Ord May 16
 LUMB, ALBERT, Bolton, Licensed Victualler Bolton Pet May 13 Ord May 13

MACKENZIE, GEORGE WILLIAM RUSSELL, Great Yeldham, Essex, Clerk in Holy Orders Colchester Pet Mar 29 Ord May 16
 McSHERR, RICHARD, Great Grimsby, Shipping Clerk Great Grimsby Pet May 16 Ord May 16
 MITCHELL, JOHN, Colne, Lancs, Leather Merchant Burnley Pet May 10 Ord May 17
 MOORHOUSE, ALFRED, Gainsborough, Draper Lincoln Pet May 16 Ord May 16
 MORGAN, EDGAR, late Union rd, Rotherhithe, Wholesale Firewood Merchant High Court Pet March 20 Ord May 13
 MURRAY, ANNE ANSTEE, Shoeburyness, Essex, Poultry Dealer Chelmsford Pet May 13 Ord May 13
 PALMER, CHARLES, Stoke upon Trent, Picture Frame Maker Stoke upon Trent Pet May 16 Ord May 16
 PARSON, HOWARD BECKELED, Penzance, Potato Dealer Truro Pet May 15 Ord May 15
 PILE, JOHN WILLIAM, Frome, Somerset, Butcher Frome Pet May 15 Ord May 15
 RICE, E W, Thame, Oxford, Bray, Berks Windsor Pet March 11 Ord May 13
 RICHARDS, RICHARD, Argood, Mon, late Colliery Proprietor Tredgar Pet May 16 Ord May 16
 SPATLEY, JOHN, Luton, Beds, Tent Proprietor Luton Pet May 8 Ord May 16
 SUDLOW, EDWARD, Blackheath, Kent, Agent Greenwich Pet May 13 Ord May 13
 SWALE, WILLIAM, Kingston upon Hull, late Furniture Dealer Kingston upon Hull Pet May 13 Ord May 13
 TAYLOR, JAMES, Freckleton, nr Preston, Flatelayer Preston Pet May 15 Ord May 15
 TUTTLE, JOHN, Bolton, Provision Dealer Bolton Pet April 29 Ord May 15
 VOYCE, HANNIBAL JOHN, Kidderminster, Corn Merchant Kidderminster Pet April 21 Ord May 16
 WILSON, HENRY DIXON, Gateshead, Commission Agent Newcastle on Tyne Pet May 16 Ord May 16

ANNUAL OF COMPOSITION.

FOSTER, SAMUEL, Uppingham, Rutlandshire, Ironmonger Leicester App of Comp Dec 15, 1891 Annual March 8 London Gazette—TUESDAY, May 23

RECEIVING ORDERS.

AITKEN, WILLIAM, Stamford, Tailor Peterborough Pet May 18 Ord May 18
 APPERLEY, EDWARD, Hathorley, nr Cheltenham, Horse Dealer Cheltenham Pet May 6 Ord May 17
 BAKER, EDWIN, Cardiff, Decorator Cardiff Pet May 18 Ord May 18
 BLAKE, WILLIAM, Blackawton, Devon, Farmer East Stonehouse Pet May 18 Ord May 18
 BLAKEMAN, FREDERICK CHARLES, Worcester, Grocer Worcester Pet May 18 Ord May 18
 CROOKS, GEORGE, Hurroft, Kidderminster Foreign, Worcs, Gamekeeper Kidderminster Pet May 17 Ord May 17
 DABBY, WILLIAM ALFRED, Kettering, Baker Northampton Pet May 18 Ord May 18
 DENNETT, JAMES FRID, and ANDREW CLIFFORD DENNETT, Hill st, Upper Clapton, Fancy Stationers High Court Pet May 18 Ord May 19
 EVANS, JOHN, Chatterton, Glam, Boot Dealer Neath Pet May 29 Ord May 29
 FEISTON, WILLIAM SPIKE, Rattlesden, Suffolk, Farmer Bury St Edmunds Pet May 18 Ord May 19
 GEE, JOHN, Collyweston, Northamptonshire, Publican Peterborough Pet May 30 Ord May 20
 GEORGE, RICHARD CAMPBELL, Carmarthen, Clothier Carmarthen Pet May 18 Ord May 16
 GILBY, HENRY, Birmingham, Wholesale Jeweller Birmingham Pet May 19 Ord May 19
 GLANVILLE, JOHN ESSERY, Stoke, Devonport, Builder East Stonehouse Pet May 20 Ord May 20
 GORRELL, SARAH ANN, and EDWARD GORRELL, Lancaster, Boot Manufacturers Preston Pet May 18 Ord May 18
 GRANT, FRED, Cleethorpes, Lincs, Builder Gt Grimsby Pet May 20 Ord May 20
 GRIFFITHS, WILLIAM, Neath, Glam, Grocer Neath Pet May 18 Ord May 18
 GRIFFITHS, WILLIAM JOHN, Shrewsbury, Grocer Shrewsbury Pet May 12 Ord May 19
 HALSTAD, HENRY, Colne, Lancs, Warp Dresser Burnley Pet May 19 Ord May 19
 HARBOP, JOHN, and FREDERICK CHARLES HARBOP, Hanley, Earthenware Manufacturers Hanley Pet May 20 Ord May 20
 HUGHES, ROBERT JAFFRAY, Wimbledon, Surrey, Physician Kingston Pet May 20 Ord May 20
 HUXTABLE, FREDERICK JOSEPH, Clifton, Bristol, Professor of Music Bristol Pet May 18 Ord May 18
 IRVINE, R J, York st, Baker st, Doctor of Medicine High Court Pet April 26 Ord May 19
 JOHN, THOMAS, Maesteg, Glam, Haulier Cardiff Pet May 18 Ord May 18
 JONES, ROBERT HENRY, Whetsthead, nr Wrexham, Shopkeeper Wrexham Pet May 18 Ord May 18
 LANOTTE, ALBERT SIMS, Waterlooville, Hants, Baker Portsmouth Pet May 20 Ord May 20
 LAWSON, HENRY, Sheffield, Dentist Sheffield Pet May 18 Ord May 18
 LEE, JOSEPH, Aston juxta Birmingham, Confectioner Birmingham Pet May 19 Ord May 19
 MILLER, ALFRED ANN, Market Harborough, Butcher Leicester Pet May 20 Ord May 20
 MONK, ELIZABETH ISABELLA, Hoylake, Cheshire, Widow Birkenhead Pet May 19 Ord May 19
 MORRIS, MAUDE, Elgin avenue, Maid Vale, Widow High Court Pet March 8 Ord May 17
 PEACOCK, DENNIS GREGG, Bradford, Printer Bradford Pet May 18 Ord May 18
 RALPH, HENRY, Sheffield, Ironmonger Sheffield Pet May 18 Ord May 18
 ROBINSON, ARTHUR FREDERICK, Halstead, Essex, Auctioneer Colchester Pet May 17 Ord May 17
 ROE, GEORGE EDWARD, Swansea, Saddler Swansea Pet May 18 Ord May 18
 SANDERMAN, JULIAN FREDERICK, late Stock Exchange High Court Pet April 13 Ord May 15

SEDMOND, ELIZABETH, Falmouth, Grocer Truro Pet May 18 Ord May 19
 SHACKLETON, ARTHUR, Bradford, Stuff Manufacturer Bradford Pet May 20 Ord May 20
 SHERRATT, GEORGE, Heaton, Staffs, Painter Macclesfield Pet May 4 Ord May 15
 SMITH, JOHN HENRY, Balall Heath, Birmingham, Journeyman Butcher Birmingham Pet May 19 Ord May 19
 SMITH, JOSEPH WILLIAM, Watford, Herts, Grocer St Albans Pet May 19 Ord May 19
 STEELE, ROBERT, Leeds, Hat Manufacturer Leeds Pet May 20 Ord May 20
 STOKES, LOTHIAN, Ivoston, nr Leadgate, co Durham, Innkeeper Newcastle on Tyne Pet May 20 Ord May 20
 STRANKE, ERNEST, Three Rabbits Temperance Hotel, Manor Park, Hotel Keeper High Court Pet May 18 Ord May 18
 TURNER, JOHN, Barnstaple, Coal Merchant Barnstaple Pet May 19 Ord May 19
 WADDINGTON, JOSEPH EDWARD, Blackburn, Herb Beer Manufacturer Blackburn Pet May 19 Ord May 19
 WEADE, EDWARD, Abingdon, Berks, Tobaccoist Oxford Pet May 19 Ord May 19
 WEIGHT, JAMES WILLIAM, Bucklebury, Stockbroker High Court Pet April 29 Pet May 18
 WILLIAMS, DAVID, Brittonferry, Glam, Railway Packer Neath Pet May 18 Ord May 18
 WILLIAMS, HUGH, late of Edgely, Cheshire, Civil Engineer High Court Pet April 21 Ord May 18
 WILLS, JAMES, Wrigwell, Illogan, Devon, Gardener Exeter Pet May 10 Ord May 19
 WOODS, GEORGE, Hardingsstone, nr Northampton, Farmer Northampton Pet May 5 Ord May 20

FIRST MEETINGS.

ANDERSON, PHILIP, Reading, Monumental Mason June 1 at 3 Off Rec, 95, Temple chambers, Temple avenue
 CARTLEDGE, JOHN, Longton, Staffs, Builder May 31 at 12 Off Rec, Newcastle under Lyme
 COTTIS, SAMUEL, Leeds, Inland Revenue Officer May 21 at 11 Off Rec, 23, Turk row, Leeds
 CROOK, JOHN, Burnley, formerly Licensed Victualler June 7 at 3 Exchange Hotel, Nicholas st, Burnley
 FARNELL, ENOS, Blacko, nr Barrowford, Lancs, Journeyman Mason June 7 at 2.15 Exchange Hotel, Nicholas st, Burnley
 GERHARDT, CATHERINE HASTINGS, Kingston upon Hull, Dressmaker June 1 at 11.30 Off Rec, Trinity House lane, Hull
 HARTLEY, WILLIAM, late of Newcastle on Tyne May 31 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 HILL, JOHN HARRISON, Coxhoe, co Durham, General Dealer May 20 at 2 Three Tuns Hotel, Durham
 HUXTABLE, FREDERICK JOSEPH, Clifton, Bristol, Professor of Music May 31 at 11.30 Off Rec, Bank Chambers, Corn st, Bristol
 JARMAN, JAMES, Westergate, Aldingbourne, Sussex, Wheelwright June 8 at 10.30 Off Rec, 4, Pavilion Buildings, Brighton
 JERVIS, PETER, Beech, nr Stone, Staffs, Farmer June 1 at 11.15 Off Rec, Newcastle under Lyme
 JONES, RICHARD, Holyhead, Anglesey, Boot Dealer May 31 at 2.30 Crypt chambers, Chester
 LANGHAM, HERBERT HAT, Cottlesbrook Park, Northamptonshire, Esq June 2 at 3 Bankruptcy bldg, Carey st
 LEWIS, HENRY, Southampton, Builder June 6 at 5 Off Rec, 4, East st, Southampton
 McCULLOCH, SAMUEL, Swansea, Grocer May 30 at 12 Off Rec, 31, Alexandra rd, Swansea
 MEDLEY, CHARLES, West Brighton, Egg Dealer June 1 at 12 Off Rec, 4, Pavilion buildings, Brighton
 MELLOR, GEORGE, Goole, Yorks, Engineeman May 30 at 11 Off Rec, Bond terrace, Wakefield
 MITCHELL, JOHN, Colne, Lancs, Leather Merchant June 7 at 2.30 Exchange Hotel, Nicholas st, Burnley
 MOORHOUSE, ALFRED, Gainsborough, Draper June 1 at 12 Off Rec, 31, Silver st, Lincoln
 PALMER, CHARLES, Stoke upon Trent, Picture Frame Maker May 31 at 11.15 Off Rec, Newcastle under Lyme
 PARSON, EDWARD BECKELED, Penzance, Potato Dealer May 30 at 11.30 Off Rec, Bosworth st, Truro
 PEACOCK, DENNIS GREGG, Bradford, Printer June 5 at 3 Off Rec, 31, Market row, Bradford
 PILE, JOHN WILLIAM, Frome, Somerset, Butcher May 31 at 3 George Hotel, Frome
 RAYNOR, MORRIS, Cardiff, Fishmonger June 1 at 11 Off Rec, 29, Queen st, Cardiff
 ROBERTS, CHARLES FREDERICK, Kingston upon Hull, Draper June 1 at 11 Off Rec, Trinity House lane, Hull
 SEDMOND, ELIZABETH, Falmouth, Grocer May 30 at 12 Off Rec, Bosworth st, Truro
 SPOCK, HERBERT WILBERFORCE, Bedminster, Bristol, Grocer May 31 at 12 Off Rec, Bank chambers, Corn st, Bristol
 SWALES, WILLIAM, Kingston upon Hull, late Furniture Dealer June 1 at 12 Off Rec, Trinity House lane, Hull

ADJUDICATIONS.

AITKEN, WILLIAM, Stamford, Tailor Peterborough Pet May 18 Ord May 18
 BAKER, ELIZA, Chatsworth rd, Forest lane, Stratford, Baker High Court Pet May 16 Ord May 17
 COX, THOMAS, Beckenham, Kent, Builder Croydon Pet May 9 Ord May 15
 CROOKS, GEORGE, Hurroft, Kidderminster Foreign, Worcs, Gamekeeper Kidderminster Pet May 17 Ord May 17
 CROSSLIE, THOMAS, Mercelough, Cliviger, nr Burnley, Licensed Victualler Burnley Pet May 15 Ord May 18
 DUDNISH, WILLIAM THOMAS, Harpenden, Herts, Saddler St Albans Pet May 9 Ord May 17
 FEISTON, WILLIAM SPIKE, Rattlesden, Suffolk, Farmer Bury St Edmunds Pet May 18 Ord May 19
 GEORGE, RICHARD CAMPBELL, Carmarthen, Clothier Carmarthen Pet May 16 Ord May 16
 GREEN, ROBERT, Settle, Yorks, Joiner Bradford Pet April 20 Ord May 19
 HALL, GEORGE SAMUEL, Ely, Solicitor Cambridge Pet Mar 6 Ord May 18

HALSTED, HENRY, Colne, Lanes, Warp Dresser Burnley
Pet May 19 Ord May 19
JOHN, THOMAS, Maesteg, Glam, Haulier Cardiff Pet May
18 Ord May 18
JONES, ROBERT HENRY, Wheatheaf, nr Wrexham, Shop-
keeper Wrexham Pet May 18 Ord May 18
LAWSON, HENRY, Sheffield, Dentist Sheffield Pet May 18
Ord May 18
LAYTON, ELLEN, Birmingham, Draper Birmingham Pet
April 15 Ord May 18
MATHEW, ARTHUR BENJAMIN, Weston super Mare, Insur-
ance Agent Bristol Pet May 2 Ord May 19
NICHOLS, WILLIAM THOMAS, Queen Victoria st, Builder
High Court Pet Mar 29 Ord May 17
PEACOCK, DENNIS GREENY, Bradford, Printer Bradford
Pet May 18 Ord May 18
RALPH, HENRY, Sheffield, Ironmonger Sheffield Pet
May 18 Ord May 18
ROBERTSON EDWARD, Pentonville rd, Clerkenwell, Milk
Dealer High Court Pet April 15 Ord May 17
SEDGEMOND, ELIZABETH, Falmouth, Grocer Truro Pet
May 18 Ord May 19
SMITH, JOHN HENRY, Balsall Heath, Journeyman Butcher
Birmingham Pet May 19 Ord May 19
SNOOK, HERBERT WILKESPOURCE, Bedminster, Bristol, Grocer
Bristol Pet May 17 Ord May 17
TURNER, JOHN, Barnstaple, Coal Merchant Barnstaple
Pet May 18 Ord May 19
UNWIN, THOMAS JAMES, Regent st, Perfumer High Court
Pet April 21 Ord May 17
WESLAKE, JAMES, St Dunstan's rd, Bow Common lane,
Metal Refiner High Court Pet May 16 Ord May 17
WILLIAMS, DAVID, Britonferry, Glam, Railway Packer
Nenth Pet May 18 Ord May 18

SALES OF ENSUING WEEK.

May 30.—Messrs. DRIVER & Co., at the Mart, E.C., at 2
o'clock, Sporting and Freehold Residential Estate (see
advertisement, May 30, p. 4).
June 1.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart,
E.C., at 2 o'clock, Reversions, Annuity, and Shares (see
advertisement, this week, p. 4).

All letters intended for publication in the
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(INSTITUTED 1858.)

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OF THIS ASSOCIATION WILL BE HELD AT

"THE ALBION," ALDERSGATE STREET, LONDON,

On THURSDAY, the 8th of JUNE, 1893, at Seven o'clock p.m. precisely.

FREDERICK HALSEY JANSON, Esq., in the Chair.

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Dinner Tickets may be obtained of any of the Stewards, or at the Offices of the Association, 9, Clifford's-inn, E.C.

JAMES THOMAS SCOTT, Secretary.

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